Navigating through the agenda:

- Use the bookmarks on the left to navigate through the agenda.

- **Tablet Users:** Tap the screen for available options, select “Open in”, select “Adobe Reader”. The agenda will open in Adobe Reader. Scroll through the bookmarks to navigate through the agenda.

  *(The Adobe Reader application is required to download the agenda and view the bookmarks. This free application is available through the App Store on your tablet device.)*
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
Rackeline J. Hoff, Mayor

II. ROLL CALL
Laura M. Pierce, City Clerk

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

Announcements:
- The Family Movie Night, featuring “Star Wars - The Force Awakens”, will be held on Friday, July 15th in Booth Park. Activities begin at 7:30 PM and the movie will begin at dusk. Contact the Birmingham Shopping District for additional information – 248.530.1200.
- A Mom-to-Mom Sale will be held on Saturday, July 16th at the Birmingham Ice Arena. The sale will be held from 8:00 AM – Noon. Contact the Ice Arena for additional information – 248.530.1642.
- The annual Day on the Town event will be held in downtown Birmingham on Saturday, July 23rd from 9:00 AM – 7:00 PM. Contact the Birmingham Shopping District for additional information – 248.530.1200.

Introduction of Guests:
- Citizens Academy Plaque Presentation by Jack Burns
- Regional Transit Authority Representative

Appointments:
A. Interviews for appointment to the Greenwood Cemetery Advisory Board.
   1. Linda Buchanan, 1280 Suffield
   2. Margaret Suter, 1795 Yosemite (unable to attend)
B. To appoint___________ to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2019.
C. To appoint___________ to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2019.
D. Interviews for appointment to the Museum Board.
   1. Judith Keefer, 505 East Lincoln, #4
E. To appoint___________ to the Museum Board to serve a three-year term to expire July 5, 2019.
F. Administration of oath to the appointed board members.

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

A. Approval of City Commission/Planning Board workshop minutes of June 20, 2016.
B. Approval of City Commission minutes of June 27, 2016
C. Approval of warrant list, including Automated Clearing House payments, of June 29, 2016 in the amount of $747,133.71.
D. Approval of warrant list, including Automated Clearing House payments, of July 6, 2016 in the amount of $723,771.57.
E. Resolution approving the purchase of 36A hot asphalt mix at $58.00/ton and $59.00/ton, UPM cold patch (delivered) at $115.00/ton and $116.00/ton and UPM cold patch (picked up) at $111.00/ton and $112.00/ton for fiscal years 2016-2017 and 2017-2018; respectively from Cadillac Asphalt LLC to be charged to account #s 202-449.003-729.0000, 203-449.003-729.0000, 590-536.002-729.0000 and 591-537.005-729.0000.
F. Resolution approving a 12-month service agreement with Logicalis, Inc. for City Information Technology services. Further, directing the City Manager to sign the agreement on behalf of the City.
G. Resolution setting Monday, August 8, 2016 at 7:30 PM for a Public Hearing to consider the proposed Lot Rearrangement of 976 Arden Ln. and 1058 Arden Ln.
H. Resolution approving the Birmingham Police Departments participation in the amended Oakland County Law Enforcement Mutual Aid Agreement. Further, directing the Chief of Police to submit a copy of the approved resolution to the Oakland County Association of Chiefs of Police.
I. Resolution recognizing FAR Therapeutic Arts and Recreation, 1669 West Maple, Birmingham, Michigan 48009 as a 501(c) (3) non-profit organization for the purpose of obtaining a State of Michigan Gaming License with the State of Michigan Charitable Gaming Division. Furthermore, authorizing the City Clerk to complete the Local Governing Body Resolution Form, forwarding same to the Charitable Gaming Division, Lansing, Michigan.
J. Resolution accepting the resignation of Jeff Wilmot from the Museum Board, thanking Mr. Wilmot for his service.
K. Resolution approving the Contract for Skating Director with Jill Kolaitis effective July 12, 2016 up to and including May 26, 2017. Further, authorizing the Mayor and City Clerk to sign the Contract on behalf of the City of Birmingham upon receipt of all required insurances.
L. Resolution approving a request from the Birmingham Shopping District to hold the Winter Markt, in Shain Park and surrounding streets from December 2 - 4, 2016 and to allow the use of temporary liquor licenses in Shain Park for this event, contingent upon compliance with all permit and insurance requirements and payment of all fees, and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

V. UNFINISHED BUSINESS

A. Resolution approving the 2016-2017 outside agency contracts for Birmingham Bloomfield Community Coalition in the amount of $3,000, Birmingham Youth Assistance in the amount of $18,000, Common Ground in the amount of $1,500, Haven in the amount of $2,000, and, further authorizing and directing the mayor and city clerk to sign the agreements on behalf of the city.
B. Resolution approving the service agreement with Deaf & Hearing Impaired, Inc. in the amount of $2,400.00 for services described in Attachment A of the agreement for fiscal year 2016-2017, account number 101-215.000-811-0000. Further, directing the Mayor and City Clerk to sign the agreement on behalf of the City.

VI. NEW BUSINESS

A. Public Hearing of Confirmation – S.A.D. #877 – Villa Ave. Water Main Project Sewer Laterals
   1. Resolution confirming Special Assessment Roll No. 877 for the Villa Ave. Water Main Project Sewer Laterals, and instructing the City Clerk to endorse said roll, showing the date of confirmation thereof, and certifying said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

B. Resolution approving the installation of 2 Hour Parking 7am to 4pm School Days for S. Glenhurst Street between Lincoln and Midvale. Further, to direct the Chief of Police and the City Clerk to sign the traffic control order on behalf of the City establishing restricted parking on S. Glenhurst between Lincoln and Midvale.

C. Resolution approving the installation of residential permit parking for Frank Street between Bates and Chester from 8am to 8pm. Further, directing the Chief of Police and the City Clerk to sign the traffic control order on behalf of the City establishing residential permit parking on Frank Street between Bates and Chester at all times.

D. Resolution accepting the final report that West Maple Road, between Cranbrook Road and Southfield Road, be reconfigured from four lanes of traffic to three lanes of traffic on a permanent basis as part of the City of Birmingham’s plan to re-surface the road.
   - OR -
   Resolution accepting the final report, but leave West Maple Road, between Cranbrook Road and Southfield Road a four lane roadway, as part of the City of Birmingham's plan to re-surface the road.

E. Ordinance repealing City Code, Chapter 74, Offenses, Article I In General, Section 74-5 Fortunetelling, in its entirety. Furthermore, authorizing the Mayor and City Clerk to sign the ordinance for the removal of behalf of the City.

F. Ordinance amending Part II of the City Code, Chapter 74 Offenses, Article VII Offenses Against Public Morals, Division II Controlled Substances, Subdivision I Alcoholic Liquors Generally, Section 74-324 Persons under 21, unlawful purpose, consumption or possession, section (2) and (3) to add “complete a term of probation” and authorizing the Mayor and City Clerk to sign the ordinance on behalf of the City.

G. Resolution directing the Police Department to proceed with 30 day trials of (16) each IPS Group M5 and CivicSmart Liberty smart meters and vehicle detection sensors to be installed on Martin Street between Pierce and Henrietta, further authorizing the mayor to sign the agreements on behalf of the city.

H. Greenwood Cemetery Advisory Board Annual Report

I. Greenwood Cemetery Report/Contractor Update

J. Current Planning Issues for Discussion

(1) Transitional Zoning (TZ2 District)
Resolution directing staff to work with the Planning Board to prepare a narrative on the recent study of transitional zoning including the following:
   (i) What initiated the transitional zoning study;
   (ii) What options have been considered to date; and
(iii) A comparison of existing O1 and O2 uses in relation to the proposed TZ2 uses.

And further, directing the Planning Board to review the number and type of uses proposed to be permitted in TZ2, outline the next steps planned, and to conduct a public hearing with sufficient public notice to gather input on the proposed changes and develop a recommendation based on input received that can be forwarded to the City Commission.

(2) Commercial Development Parking Requirements
Resolution directing the Planning Board to review the parking requirements for private developments, including but not limited to, considering the possible reduction of parking standards for residential units, and considering the impacts of multi-modal transportation options on the required number of parking spaces; and further to direct staff to include a discussion on parking requirements in the City-wide master plan update.

(3) Existing Commercial Non-Conforming Buildings
Resolution reviewing the non-conformance provisions pertaining to commercial buildings to provide specific requirements that allow for changes to non-conforming buildings for the maintenance and renovation of existing buildings consistent with those permitted for residential buildings and structures.

(4) Definition of Retail
Resolution directing the Planning Board to study the following:

(i) To evaluate the success of the red line retail district in Downtown Birmingham to determine if the intended objectives are being met;
(ii) To study the existing definition of retail in the Zoning Ordinance and recommend any needed amendments to the definition; and
(iii) To review all retail-related requirements contained in the Zoning Ordinance and recommend any needed amendments.

(5) Dormer Considerations
Resolution directing the Planning Board to review the dormer and habitable attic regulations in the Zoning Ordinance as they relate to current dormer construction trends in residential zoned districts. Specifically, to conduct a detailed public input and review process to:

(1) Clarify the types of dormers permissible that project from second story roofs enclosing habitable attics;
(2) Provide recommended width limitations for dormers projecting from second story roofs; and
(3) Refine the maximum area regulations for habitable attics that would not count as a story.

(6) Planning Board Action List
Resolution directing the Planning Board to revise their 2016-2017 Planning Board Action List to reflect the City Commission’s recent and pending directives as of July 11, 2016.

K. Resolution approving the proposed schedule of regular City Commission meetings for 2017.
VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS
   A. Commissioner Reports
   B. Commissioner Comments
   C. Advisory Boards, Committees, Commissions’ Reports and Agendas
   D. Legislation
   E. City Staff

XI. ADJOURN

INFORMATION ONLY

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

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

At the regular meeting of Monday, July 11, 2016 the Birmingham City Commission intends to appoint two members to the Greenwood Cemetery Advisory Board to serve three-year terms to expire July 6, 2016.

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.

Interested citizens may submit a form available from the City Clerk's Office on or before noon on Wednesday, July 6, 2016. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on the appointments.

Committee Duties

In general, it shall be the duty of the Greenwood Cemetery Advisory Board to provide recommendations to the City Commission on:

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. Future Demands. As to how to respond to future demands for cemetery services.
3. 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.
4. Reports. The Greenwood Cemetery Advisory Board shall make and submit to the City Commission an annual 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.

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.
Applicant(s) Presented For City Commission Consideration:

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Criteria/ Qualifications</th>
</tr>
</thead>
</table>
| Linda Buchanan | Resident - 1280 Suffield  
Owner of burial site in Greenwood; person familiar with and interested in the history of Birmingham. |
| Margaret Suter | Resident - 1795 Yosemite  
Owns a plot in the cemetery, family member interred in cemetery. |

SUGGESTED RESOLUTION:
To appoint___________ to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2019.

To appoint___________ to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2019.
GREENWOOD CEMETERY ADVISORY BOARD

Resolution No. 10-240-14 October 13, 2014.

The Greenwood Cemetery Advisory Board 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.

Term: Three years.

In general, it shall be the duty of the Greenwood Cemetery Advisory Board to provide recommendations to the City Commission on:

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. 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.
4. Reports. The Greenwood Cemetery Advisory Board shall make and submit to the City Commission an annual 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.

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Home Address</th>
<th>Business Address</th>
<th>Home Business</th>
<th>Appointed</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buchanan</td>
<td>Linda</td>
<td>1280 Suffield</td>
<td>Birmingham 48009</td>
<td>(248) 646-3297</td>
<td>12/14/2015</td>
<td>7/6/2016</td>
</tr>
<tr>
<td></td>
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<td>owner of burial site in Greenwood; person familiar with and interested in the history of Birmingham.</td>
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<td></td>
<td></td>
<td><a href="mailto:rlb4149@yahoo.com">rlb4149@yahoo.com</a></td>
</tr>
<tr>
<td>Desmond</td>
<td>Kevin</td>
<td>962 Humphrey</td>
<td>Birmingham 48009</td>
<td>(248) 225-5526</td>
<td>11/24/2014</td>
<td>7/6/2017</td>
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<td>Cemetery or funeral professional.</td>
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<td></td>
<td></td>
<td></td>
<td><a href="mailto:kdesmond@desmondfuneralhome.com">kdesmond@desmondfuneralhome.com</a></td>
</tr>
<tr>
<td>Last Name</td>
<td>First Name</td>
<td>Home Address</td>
<td>Home Business</td>
<td>E-Mail</td>
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<tr>
<td>Gehringer</td>
<td>Darlene</td>
<td>1108 W. Maple</td>
<td>(248) 540-8061</td>
<td><a href="mailto:maplepro@comcast.net">maplepro@comcast.net</a></td>
<td>11/24/2014</td>
<td>7/6/2017</td>
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<tr>
<td></td>
<td></td>
<td>Birmingham</td>
<td>48009</td>
<td></td>
<td>Chairperson</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Person familiar with and interested in the history of Birmingham.</td>
<td></td>
</tr>
<tr>
<td>Peterson</td>
<td>Linda</td>
<td>1532 Melton</td>
<td>(248) 203-9010</td>
<td><a href="mailto:lpeterson02@comcast.net">lpeterson02@comcast.net</a></td>
<td>11/24/2014</td>
<td>7/6/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Birmingham</td>
<td>48009</td>
<td></td>
<td>Family member interred in cemetery; owner of burial site and intending to be interred in Greenwood; person familiar with and interested in the history of Birmingham.</td>
<td></td>
</tr>
<tr>
<td>Schreiner</td>
<td>Laura</td>
<td>591 Bird</td>
<td>(248) 593-0335</td>
<td><a href="mailto:laschreiner@yahoo.com">laschreiner@yahoo.com</a></td>
<td>11/24/2014</td>
<td>7/6/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Birmingham</td>
<td>48009</td>
<td></td>
<td>Vice-Chairperson</td>
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<td></td>
<td></td>
<td></td>
<td>Person familiar with and interested in the history of Birmingham; person with experience</td>
<td></td>
</tr>
<tr>
<td>Stern</td>
<td>George</td>
<td>1090 Westwood</td>
<td>(248) 258-1924</td>
<td><a href="mailto:sterngeo@aol.com">sterngeo@aol.com</a></td>
<td>11/24/2014</td>
<td>7/6/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Birmingham</td>
<td>48009</td>
<td></td>
<td>Person familiar with and interested in the history of Birmingham; person with experience in landscape architecture, horticulture, or law.</td>
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</tr>
<tr>
<td>Suter</td>
<td>Margaret</td>
<td>1795 Yosemite</td>
<td>(248) 644-5925</td>
<td><a href="mailto:maasuter@gmail.com">maasuter@gmail.com</a></td>
<td>5/23/2016</td>
<td>7/6/2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Birmingham</td>
<td>48009</td>
<td></td>
<td>owns a plot, relative buried in Greenwood Cemetery</td>
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</tr>
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</table>
APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest  GREENWOOD CEMETERY ADVISORY BOARD

Name  LINDA G. BUCHANAN

Residential Address  1280 SUFFIELD

Residential City, Zip  BIRMINGHAM, 48009

Business Address  

Business City, Zip  

Phone  248-646-3297

Email  RLB4149@YAHOO.COM

Length of Residence  50+

Occupation  RETIRED TEACHER

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

200 YEAR OLD CEMETERIES ARE PLACES TO FEEL CLOSE TO HISTORY. GREENWOOD IS SUCH A PLACE AND IT IS IMPORTANT TO ME TO PLAY A PART IN PRESERVING THIS HISTORIC SITE.

List your related employment experience  FITZGERALD PUBLIC SCHOOLS - WARREN, MI; 1971-2002

List your related community activities  MEMBER OF HISTORICAL SOCIETIES OF BIRMINGHAM, TROY AND NORTHVILLE; VOLUNTEER AT BHAM, COMMUNITY HOUSE

List your related educational experience  MICHIGAN STATE UNIVERSITY, BA IN EDUCATION, GRADUATE STUDIES IN EDUCATION AT M.S.U.

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

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

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

LINDA G. BUCHANAN

Signature of Applicant  6-17-16

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

Updated 04/01/16
APPLICATION FOR CITY BOARD OR COMMITTEE

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

(Please print clearly)

Board/Committee of Interest Greenwood Cemetery Advisory Board

Name Margaret A. Suter Phone 248-644-5925

Residential Address 1795 Yosemite Blvd Email maasuter@gmail.com

Residential City, Zip Birmingham, 48009 Length of Residence 38 + years

Business Address

Business City, Zip

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

Owning a plot in Greenwood Cemetery - My husband's cremated remains are there - in our plot. One of my siblings owns a plot. Have friends buried there. I'm interested in preserving and promoting this historical Birmingham site. I have a good eye for common sense solutions and money matters.

List your related employment experience Banker - Commercial construction lending 2004-2008

List your related community activities Current Member of the Greenwood Cemetery Advisory Board

List your related educational experience Bachelor of Science - Walsh College.

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

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

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

Signature of Applicant Margaret A. Suter Date 1 July 2016

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

Updated 04/01/16
NOTICE OF INTENTION TO APPOINT TO THE MUSEUM BOARD

At the regular meeting of Monday, July 11, 2016, the Birmingham City Commission intends to appoint two members to the Museum Board to serve three-year terms to expire July 5, 2019.

Interested parties may submit an application available from the city clerk's office on or before noon on Wednesday, July 6, 2016. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

**Board Duties**
The Museum Board is charged with collecting, arranging, cataloguing and preserving historical material. The board may locate and erect plaques or markers at historic sites, buildings or properties in the City of Birmingham with the consent of the owner or owners of any such property and subject to the approval of the city commission with respect to properties that, in the opinion of the board, have historic significance. Further, the board shall have the power to develop, operate and maintain the Allen House as a museum and to exercise authority, control and management over the Hunter House and John West Hunter Memorial Park.

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

**Applicant(s) Presented For City Commission Consideration:**

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Criteria/ Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Judith Keefe</td>
<td>One member shall be an elector of the City.</td>
</tr>
<tr>
<td>Kate Montgomery</td>
<td>Registered Voter - 1798 Torry</td>
</tr>
<tr>
<td></td>
<td>*Ms. Montgomery is currently serving on the Museum Board and would like to continue to serve, however she was out of town and unable to submit her application by the deadline.</td>
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**Applicant Name** | **Criteria/ Qualifications**  
No applications received | One member shall be the owner of a business located in the City. |

**SUGGESTED RESOLUTION:**
To appoint ___________ to the Museum Board to serve a three-year term to expire July 5, 2019.
MUSEUM BOARD

Chapter 62 - Section 62-26
Terms - Three years - expiring first Monday in July
Seven Members: Six are electors and appointed by city commission
One is owner of a business and appointed by the city manager

The Museum Board is charged with collecting, arranging, cataloguing and preserving historical material. The board may locate and erect plaques or markers at historic sites, buildings or properties in the City of Birmingham with the consent of the owner or owners of any such property and subject to the approval of the city commission with respect to properties that, in the opinion of the board, have historic significance. Further, the board shall have the power to develop, operate and maintain the Allen House as a museum and to exercise authority, control and management over the Hunter House and John West Hunter Memorial Park.

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<th>Home Business</th>
<th>E-Mail</th>
<th>Appointed</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carman</td>
<td>Nayri</td>
<td>1443 South Bates</td>
<td>(248) 723-3301</td>
<td><a href="mailto:nayricarmal@gmail.com">nayricarmal@gmail.com</a></td>
<td>2/8/2016</td>
<td>12/31/2016</td>
</tr>
<tr>
<td>Dixon</td>
<td>Russell</td>
<td>1460 Bennaville</td>
<td>(248) 642-2314</td>
<td><a href="mailto:russwdixon@aol.com">russwdixon@aol.com</a></td>
<td>11/24/2003</td>
<td>7/5/2018</td>
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BI RMI NGHAM HI STORI CAL MUSEUM & PARK, 556 West Maple, Birmingham, MI  48009
Leslie Pielack, Museum Director: lpielack@ci.birmingham.mi.us

Sunday, June 12, 2016  Page 1 of 2
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APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest: Museum Board

Name: Judith Keefer

Residential Address: 505 E Lincoln Ave

Residential City, Zip: Birmingham 48009

Business Address: 

Business City, Zip: 

Phone: 248.249.0996

Email: JL4K2014@gmail.com

Length of Residence: 4 years

Occupation: Retired

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied. My background profession as an antiques dealer has enhanced my life-long exposure to antiques and my appreciation of our local history so it hopefully blends smoothly with architecture of today.

List your related employment experience: Antiques Dealer, Antique show and sale chair, participant on TV series on antiques

List your related community activities: Citizen Academy Member

List your related educational experience: Studied with Sotheby in London

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

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

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

Signature of Applicant: Judith Keefer

Date: 6/30/16

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to Lsliere@bhamgov.org or by fax to 248.530.1080.
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
Rackeline J. Hoff, Mayor called the meeting to order at 7:30 PM.

II. ROLL CALL

ROLL CALL: Present, Mayor Hoff
Commissioner Bordman
Commissioner Boutros
Commissioner DeWeese
Commissioner Harris
Mayor Pro Tem Nickita
Commissioner Sherman

Absent, None

ROLL CALL OF PLANNING BOARD:
Present, Mr. Clein, Chairperson
Ms. Boyce
Mr. Boyle
Mr. Jeffares
Mr. Koseck
Ms. Lazar
Ms. Prasad, alternate member (arrived at 7:32 PM)
Mr. Share, alternate member
Mr. Williams

Administration: City Manager Valentine, City Attorney Studt, Deputy Clerk Arft, City Engineer O’Meara, City Planner Ecker, Assistant City Planner Baka, Building Director Johnson

III. ITEMS FOR DISCUSSION

City Manager explained the meeting format. The city-wide master plan will be discussed, followed by discussion on various issues facing the city regarding land use. No action is anticipated this evening on any of the items. We envision there will be a consensus-driven discussion at the end as to which items are to be brought back to the City Commission to act on formally and provide direction on those issues for the Planning Board.

Public participation will be included as each item is concluded.

A short presentation outlining each item will be made by staff.

Mayor Hoff noted that they hope to have interaction here and gain consensus on how to prioritize the many issues. Through the discussion tonight we will try to prioritize and give the Planning Board some direction on next steps.

A. City-wide Master Plan Update
Assistant Planner Baka noted that the most recent comprehensive master plan was completed and adopted in 1980. Since that time, there have been sub-area plans and overlay plans that have been implemented and are essentially master plan updates, including the 2016 plan in 1996, the Eton Road corridor plan in 1999, and the Triangle plan in 2007. Also the Alleys and Passageways plan was done in 2012, and the Multi-Modal plan in 2013. All of those have been used to guide development throughout Birmingham. The discussion has been whether it is time to do a comprehensive master plan update. It has been suggested that with the sub-area plans being fairly recent, generally it is thought it may not be necessary to overhaul the master plan but tie all of the plans together in a way that creates a consistent and comprehensive guide for the future development. The 1980 plan contains outdated demographic and statistical information. The projections were for 20 years out.

Staff provided a sample RFP of the types of things thought to be important to include in the plan, and certainly, public participation is at the top of the list. If the Commission and Planning Board wants to move in that direction, staff would pursue a formal RFP and begin the process.

Mayor Hoff noticed much information to be updated is objective data and she is not certain why we need an outside consultant for that.

Mr. Valentine said part of the reason is the need for a process facilitated by an outside consultant. He agreed that the data analysis is certainly something staff could do, but the public involvement process is more defined, and that process needs to be driven by a hired consultant to insure all public input that is desired is included in the process.

She confirmed that this is scheduled for the 2016-17 budget. She noted that this is not as much a discussion topic, since we are going to move forward.

Ms. Bordman said that she was disappointed after reading the sample RFP and the memo. She did not think it asked for new ideas especially in the residential areas. She did not see a place for this visionary look at the plan.

Ms. Ecker noted that this would be addressed, but this is not going to be a comprehensive master plan. If Birmingham was a community that did not have any sub-area plans or any master plans, then a comprehensive master plan would be needed. She does not envision that we would start from scratch because Birmingham has been consistent in knowing where it wants to go in the different commercial areas. It is more fine tuning some of the areas that have almost been left out by the sub-area plans, such as the residential neighborhoods and the some of the sensitive zones between the residential neighborhoods in downtown.

Mr. Koseck said master plans should be about discovery, gathering information and analyzing information and presenting it. He would like to find someone who has creativity and can help the city connect the dots after analyzing the information. He thinks it requires a specific and unique expertise. In his opinion, the 2016 plan was very successful. He does not think a one day workshop with the public will gather enough information. The influence should be equally shared by people who live in and who have businesses in the community. He said the Planning board references the plan often. He does not want to shortchange the design piece, and suggested giving at least another day or two of workshops.

Mr. Clein agreed that more public engagement is needed and ask for a detailed public engagement plan.
Mr. Boyle thought the 1980 plan did not connect with the public until the vision was completed and presented. He agrees that we need public involvement in the planning process and let the staff and consultants keep the process moving to end up with a product acceptable with everyone in the city.

Commissioner Harris asked if this RFP mirrors the RFP issued 20 years ago for the 2016 plan since he understands it was considered to be successful. Ms. Ecker said that neither she nor Mr. Baka were employed with the city in 1996 when the 2016 plan was written and she has been unable to locate the RFP. She said the last direction staff received from the previous commission was to update the data and pull all the sub-area plans together. She agrees that the 2016 plan was more involved.

Mr. Jeffares said he views this as a strategic plan of our city. He agreed that the Planning Board relies on the plan in every decision that is made. His opinion that there have been several sea changes and doing something like this may not capture the changes. He referenced plans for electric vehicles in the near future and planning for it in the city. He thinks we need to be more all encompassing and stretching a bit more on this.

Commissioner DeWeese missed vision and direction as to where we want to go and how we get there. Residents have a vision of how neighborhoods should be and how the city acts in regard to that. It is all about integration and the perspective. He thinks we need a broader scope and to pay more attention to the vision that people have. He noted the trend in the community for big homes on small lots, and may be coming more narrow in terms of economic perspective due to need for more wealth in order to live here. We need a community consensus of what we want the community to be, and he thinks this was missing. He wants to see a document that gives us a direction and vision. It may be implied, but it was not explicit.

Commissioner Nickita thinks the RFP has to be carefully drafted. He thinks it is a matter of the right consultant to help orchestrate the very solid planning efforts that have been successfully implemented. Also, to look at the gaps that have not been looked at for many years and put it all together. He thinks we can find a consultant if we clearly define the expectations. He thinks someone needs to recognize what the city has brought to the table already, and then orchestrate it with the neighborhoods and seam it together.

Mr. Williams noted that the plans that have been approved are basically touching on commercial areas as they impact the residential areas. He would like to focus on the neighborhood input and that is different from what the city has done in the past. He said the master plan is not comprehensive as it pertains to some of the neighborhoods and some of the transitional areas but more importantly from a future planning standpoint of how the neighborhoods fit into the dynamics of the entire city. We cannot sit back and pretend that an outside entity will be successful at getting the input of the residents. That is up to the Planning Board and City Commission to reach out to the residents.

Mr. Jeffares agreed that the plans that have been implemented are good and need to be looked at now with a vision to the future to make sure they will continue to work. This plan could have a dramatic effect on the neighborhoods.

Mr. Valentine expected to hear comments about the process by which the plan is updated. Staff will go back and rework it based on the comments made and show everyone another draft for any other comments and then move forward with the process.
Ms. Ecker explained for Ms. Prasad that what generally happens in the RFP process is to advertise and invite proposals. In the past, a steering committee or a board or committee has been used to review the proposals along with staff. A number of top candidates are selected and will be invited to interview with the committee and the City Commission and a final consultant is chosen. Mr. Valentine confirmed that this would be done in the fiscal year beginning July 1. It will go through the process at this level to make certain that what is wanted in the RFP is included. It may be this fall or later.

Ms. Ecker stated the selection process would be included in the RFP. This evening was a review of the scope of service.

Mayor Hoff asked for public comments.

Paul Reagan, 997 Purdy, expressed concern about buffers contained in the master plan, emphasis by the city on commercial planning only, at the expense of neighborhoods. He is fearful for property values of homes. He stated that this process has to be neighborhood-centric when moving forward.

DeAngelo Espree, 505 E. Lincoln, asked if there is any plan for a common meeting place for all residents. Ms. Ecker said the master plan does not have a specific recommendation to provide a community center, but over the years there have been many discussions with the expansion of the YMCA and the Barnum property, but nothing has so far moved forward. It was noted there has been no discussion about expanding or adding another Department of Public Services building, nor is there a present need.

Mayor Hoff summarized that the comments heard tonight will be incorporated into a new proposed RFP which will come back to the commission.

B. Transitional Zoning (TZ2 District)

Ms. Ecker summarized the transitional zoning issues already adopted. She noted the Planning Board has been studying TZ2 district properties. The board is looking for some direction from the City Commission as to what they would like to see and also share what the board has done so far. She said the uses are always the biggest issue. The board has come up with a new proposal and would like the commission to weigh in.

Some uses in TZ2 have been eliminated, shifted around as to which are allowed as of right, and which are allowed as a special land use permit only, and looking at them clearly in relation to TZ1, TZ2 and TZ3. There was some concern that maybe there was a big jump from TZ1 to TZ2 and not a graduated system that would make it a seamless transition from TZ1 to TZ2 to TZ3 so there was a clear differentiation and it moved the most uses to TZ3. If adopted, TZ1 and TZ3 zones which were already adopted, may need to be adjusted.

Mr. Jeffares added that parking requirements were considered carefully. Ms. Ecker said the main focus has been with uses.

Mayor Hoff said traditionally the special land uses are the ones that we want to control the most. She noticed that quite a few special land uses especially in TZ2 have been eliminated and she asked where they have been moved. Ms. Ecker confirmed that some have been moved to other categories. Originally, the board made all of the food-related uses in a special land use permit category. Since then, the board decided the better demarcation would be parking and traffic and the impact to the neighborhood.
Mayor Hoff asked if the food uses have been moved to commercial permitted uses. Ms. Ecker noted that food uses have been moved there in some cases, but not all. Bank or credit union with a drive-thru have been removed due to the traffic and circulation issue for the neighborhood.

Ms. Boyce said they realized that other ordinances are in place that define noise, smell, and dumpsters, so there are other controls over those uses. Parking is more challenging. It was felt that controls are in place already to be able to put something like a bakery as a permitted use in TZ2 rather than as a special land use.

Commissioner DeWeese said part of the issue here is a different vision of the residents among themselves. Some like a more urban vision, while others that do not want them close to their homes. He has not heard complaints about the layout and structure, but has heard people complain about the uses. He thinks it would be better to have fewer permissible uses in the beginning. He said the basic notion is that it is a buffer for residential areas. He is leery about special land uses, and feels the public does not trust the special land use process. The cost burden of a special land use permit is high in both time and money to a small business owner. We want to find the uses that are acceptable, minimize the use of special land use permits and begin with fewer uses and add more in the future, if appropriate.

Commissioner Harris asked whether TZ2 should just apply in certain areas or be available generally for applicants. Ms. Ecker said there was some discussion about that and they are looking for some input from the commission in that regard. The biggest problems fall into the TZ2 category.

Mayor Hoff noted that the commission did designate specific properties for TZ1 and TZ3. Ms. Ecker agreed, and said that was the original proposal for TZ2 as well, so the board is looking for specific feedback from the commission: should they continue to study the specific properties and determine if TZ2 is a good fit, or present the TZ2 ordinance and let the commission decide to create the district and let people apply individually to come in. The Planning Board has not had a public hearing on it yet, so it is still in the draft stage.

Commissioner Sherman noted that the comments received at the commission’s TZ2 public hearing were concerns about uses in the TZ2 area. The idea was to restrict the uses more than they were, and move things to areas where we could control them or add them in later. This draft expands the uses in the area, and reduces the controls rather than increases them. He does not think this has met the objective of what was suggested by the commission. If these areas are designed to protect the neighborhoods, then they need to be looked at from neighborhood side. He suggested fewer uses with more controls that can be relaxed as time goes on if appropriate. He expected to see more under SLUPs, far fewer uses and far less intense uses.

Mr. Boyle asked Commissioner Sherman for specifics. Commissioner Sherman used a delicatessen or specialty food shop as an example. Look at the definition and how is the food prepared or is it packaged. The dry cleaner was originally a special land use and now it is a permitted use. He said things that were agreed to at the time were fine as a special land use and wanted to look at the things that were there that could be done without special land use. Instead, things have been taken out of special land use and made them permitted uses. From
a neighborhood standpoint, we are trying to create a buffer and calm the area between downtown and the neighborhood.

Mr. Williams said they also took things that were in the special land use permit designation and eliminated them entirely, and there are more of those than were added. Of those things that have been eliminated, does the commission agree that some of these should be brought back in. The previous commission was generally unspecific.

Ms. Boyce said it is helpful to go back and look at what is permitted in O1 and O2. When she compares the list side by side, the new one has a lot less permitted uses.

Mr. Clein requested more specific direction. Mayor Hoff agreed with him, and the new commission has not discussed each of the new uses.

Commissioner Nickita said it is important to recognize why it was done in the first place. The fundamental issue is to recognize there was a lot of inconsistencies, edge conditions with no controls, inappropriate uses in the perimeter transitional zone. The effort so far has organized and recognized the gaps and issues and inconsistencies and pulled it all together. Now it is a matter of refining it. When we talk about this, we want to make sure we are up to speed on the accomplishment and value of what has been done. He encouraged the commission to have a dialog on that level. The land use is only one discussion.

Commissioner Harris agreed that the new commission would be helped by seeing the comparisons to O1 and O2, and in that way the degree of change can be assessed.

Commissioner DeWeese would like the board to consider there may be some areas where some of the uses are acceptable because they are not right next to residences. He said we still need to do the follow-up.

Commissioner Boutros said we agree we need to move forward and identify first if we need TZ2. If we do, we have identified lots in the area and we need to determine whether these are the final lots, or are we going to open it to even more. We need to determine the reasons why a use should not be there.

Commissioner DeWeese suggested a study session to discuss the reasons as to why this is being done, and what is being done. Then the commission can provide a policy direction, and have the board come back with the details.

Mayor Hoff stated we already approved TZ1 and TZ3. We just have to fine tune TZ2. We already have the reasons for the transition zones. She is hearing that the questions are about the uses, and perhaps we need to have the comparison discussions.

Commissioner Bordman asked is the plan to review the uses.

Mr. Valentine suggested the commission wants to look at the direction this is headed, so that when it goes back to the board, it can continue to do the work that the commission is expecting the board to do.

Commissioner Bordman has listened to the board comments and their thought process about the impact on the neighborhoods of parking and have eliminated the negative impact of
parking. The board carefully thought about what the residents would like to have that would not have a negative impact on the neighborhood. She is highly satisfied with the work done on these uses. She thinks they are compatible with a buffer zone transition area. We ought to concentrate whether we want the document as it is and apply it to specific places, or if we want this document as it is and let the owner apply for this zoning. She thinks that is the commission’s decision.

Mr. Valentine said in terms of process, the commission can draft the ordinance, but that’s not the role of the commission. The function is to provide the input that the planning board is looking for so they can provide the recommendation to the commission in vetting this all out. As opposed to putting specifically what you want, you could bypass the Planning Board, but that is not the intent. The intent is to give the Planning Board the direction so they can finish the work they have started with the clarity and expectation that you are expecting.

City Attorney Studt stated that the political decision is the commission’s. The Planning Board is the body of experts to guide the commission to where the commission wants to go.

Mayor Hoff hears a difference of opinion here. Commissioner Sherman expressed an opinion that is different. She thinks the commission needs to discuss and decide where we go. Mr. Valentine agreed, and said the commission would review it and then provide direction to Planning Board to work out the final details so the commission can then approve it based on a recommendation.

Ms. Lazar asked would a public hearing yield more information to assist the commission. We are considering the importance of the public opinion, and then it can be furnished to the commission. It is an impact on the neighborhoods and we are trying to be sensitive to needs.

Mr. Williams commented that what is missing is the history of the review of O1 and O2 and the types of uses that began years ago. He suggested a narrative to combine with the charts for the public hearing.

Ms. Boyce would like the commission to dive into this more. General direction has not worked so far.

Mr. Koseck thinks most of the issues can be agreed on, if properly presented along with O1 and O2 discussion.

Mayor Hoff requested clarity on agreement where the public hearing should be held.

Commissioner Sherman agrees that it would be good for new commissioners to have the history of this and the comments summarized as part of the narrative for review. The Planning Board and Commission can each have their discussion before a public hearing and get some consensus. The Commission can send some additional direction based on that to the Planning Board so they can finish their work. Ms. Ecker could update her narrative to include what the public comments were and the Commission discussion before presenting it.

Mr. Williams suggested including what the properties are now and what is permitted now and what they would be. Mayor Hoff stated that was presented previously to the Commission.
Commissioner Boutros suggested what people want to know is what might be there. He said not everyone is going to agree. He is unsure that more information is what is needed.

Mayor Hoff suggested that the packet of materials should be some of the information and would be part of the narrative.

Commissioner Bordman thinks it would be an exhaustive waste of time. The board has spent a huge amount of time on this with considerations that she would apply. She does not see anything on the list of uses that is highly burdensome. She does not want to argue with fellow commissioners about the individual uses. We would be spending hours as the Planning Board did debating with each other about the uses. She suggested to have a public hearing so we can get public input, come back to the Commission to decide if we want to apply this to specific property or leave it as an option for property owners.

Mr. Share said the board should have a public hearing, after which the board will make a recommendation to the Commission. The commission can make its decision.

Commissioner DeWeese thinks it would be useful for commission to get the packet as well to become familiar.

Paul Reagan, 997 Purdy, commented that the history is important and neighborhoods have pushed back hard. The concern is intensive uses with cars, and property values. It's about keeping the encroachment of intensive commercial properties from moving into the neighborhoods.

C. Private Development Parking Requirements

Mr. Valentine stated the intent of these items is not to debate them in general but to have the conversation whether or not these issues should be coming back for further discussion.

Ms. Ecker said two different concerns have been heard over the years. Parking standards for all commercial uses of properties that are not located within a Parking Assessment District (PAD) are in the ordinance. The two central issues for discussion are: 1. Should we have minimum standards and if so, should we change the minimum standards, and 2. Should we have a maximum standard and state that we do not want more parking lots like Adams Square. As for the PAD, on-site parking is not required, except for residential uses. Do we want to provide more public parking throughout the city or not. A different kind of development happens when inside the PAD.

Ms. Ecker commented that those in the PAD have already paid in through special assessment when the parking deck was built.

Mr. Boyle suggested that parking is a feature of the city, and of land use and would like it included in the master plan.

Mr. Williams said we hear all the time there is not enough parking. He agrees city wide, parking has to be dealt with in the master plan.

Ms. Boyce said we should be focusing on the requirement on parking in residential development which drives the price of the residential units, so we are ending up with fabulous million dollar properties in town, but they are not available to everyone who would like to be in the
downtown. One dictates the other and needs to be included in the master plan and discuss where we want the city to be.

Commissioner Nickita said the city has done better than most cities in terms of how we have dealt with parking and how it has driven development. Now there are changes in how people use parking. Because of parking and the parking standards, we cannot get what we want to do in the city core. At the same time, we advocate for significant amount of walkability, increased mobility in terms of non-motorized transportation, and mass transit. There are all kinds of drivers and changes, and we should try to get on top of this as opposed to letting it just happen. He suggested taking an aggressive move of examining the current circumstances in parking and seeing how we can incorporate those as much as possible. He does not think we can do it in the master plan. He thinks that this takes a higher level of involvement, and we may want to consider incorporating some level of dialogue with a parking consultant that understands these complexities and include that into the discussion to drive the way we address our other plans and incorporate that into our master plan. There are many aspects, including future recognition of how things are going to evolve.

Mr. Boyle feels parking standards should be included in the master plan. Discussion continued.

Mark Johnson, non-resident, said the biggest problem is lack of multi modal transportation and suggested the city study alternate ways to move around the city. Currently, everyone must use their car. Study ways to move around the city at the same time the parking issues are discussed.

D. **Existing commercial non-conforming buildings**

Ms. Ecker described the issue as being several properties that are non-conforming with regards to height, bulk and mass. She provided some history of the buildings in question.

After discussion regarding maintenance and renovations that might be permitted, the number of variances that would be required, it was agreed that the discussion should be continued at the Planning Board level, with direction from the Commission.

There were no public comments.

E. **Definition of retail**

Ms. Ecker described the issue as the city’s definition of retail in the ordinance, and people who would like the definition to be more specific. She said this comes up at the shopping district level. The retailers downtown want to see more retail. For the most part, the general public wants to see an active retail type use whether it is retail or restaurant. There is some debate on what percentage of each. The building owners have a different view.

Commissioner Nickita thinks this is long overdue for discussion. He feels it needs to be re-examined and cleaned up.

The consensus is to continue discussion on the definition of retail.

There were no public comments.

F. **Dormer considerations**
Building Director Johnson provided background on this issue. Recently, some houses appear to be three stories tall. The ordinance allows two stories in height for single family residential. It also allows a habitable attic. Dormers are utilized to give some additional height in the living space in the attic. Changes in the code over the years permitted an attic that realistically could be 100% habitable space and meet the requirements of the zoning ordinance and the residential code. Most complaints come from the neighborhoods with smaller size lots.

Commissioner DeWeese said feedback he has received indicates there is no consensus on this from the public. He prefers waiting until we go through the master plan process with residents.

Commissioner Nickita said the Building Department is having trouble legislating this. He said the department needs us to intervene soon and not wait for the master plan process to act.

Commissioner Bordman said it bothers her that the department is put in a bad position because the director does not have direction from the city to manage these requests. We need to have something developed so that the department can be consistent from project to project.

Ms. Boyce thinks the Planning Board can clean it up so there are no questions.

Mr. Boyle thinks we need the discussion with the public as well, and not just regulate this without their input.

Mr. Koseck said this is not a master plan issue, and the department needs some direction. This helps people who design as well.

Mr. Williams suggested bringing some representatives from the neighborhoods also.

Mayor Hoff said this issue will be placed on the Planning Board action list.

There were no public comments.

G. Lot consolidation process
Mr. Johnson provided background on the issue. He indicated that the city code and zoning ordinance lack regulations for lot combinations. There has been an increase in non-typical combination inquiries, which have been denied because they are inconsistent with how the block was intended to develop based on its layout and standard zoning principles for front, rear and side open spaces. Some have been approved by the BZA after being denied.

Commissioner Nickita said this goes to the master plan, and is being driven by the development community. He thinks it is an inappropriate way of city building. In the meantime, we should have a stopgap circumstance that allows the city control. At the very least, he suggested we immediately take a look at the possibility of incorporating some type of review as done in lot splits, and apply it to lot combinations in a similar manner. Then follow up with the discussion in the master plan.

The consensus was that it has to be dealt with now, and will come back to the Commission.

H. Planning Board Action List Review
It was agreed that the Action List be amended following City Commission review and discussion.

I. Public Facilities Review Process

Ms. Ecker said there was a lot of discussion when the fire station went through the public review process. In the past, a courtesy review was done because all of the city properties are zone PP (Public Property) and are not required to follow the same standards that other properties owned privately. Concerns were raised about noticing, public hearings, the process, who had input, what type of standards we would apply. She has offered a review process for discussion purposes.

Ms. Ecker said the Library (Phases 2 and 3) may be renovated potentially. Mr. Valentine said this public facility review process would be more for external type changes, not interior renovations.

Mayor Hoff said she does not think this has the immediacy of the other issues, but does think it is a good idea.

Mr. Jeffares said he does not want to lose track and wait too long to discuss this process.

Mayor Hoff said maybe this is something that staff can do and then go to the Commission, and not to Planning Board.

Mr. Valentine said we have a solid framework for a process that we created going through the fire station project.

There were no public comments.

V. ADJOURN

The meeting adjourned at 10:17 PM

/c
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Rackeline J. Hoff, Mayor, called the meeting to order at 7:33 PM.

II. ROLL CALL

ROLL CALL: Present, Mayor Hoff
Commissioner Bordman
Commissioner Boutros
Commissioner DeWeese
Commissioner Harris
Mayor Pro Tem Nickita
Commissioner Sherman

Absent, None

Administration: City Manager Valentine, City Attorney Currier, Clerk Pierce, City Planner Ecker, City Engineer O'Meara, Finance Director Gerber, Deputy Treasurer Klobucar, DPS Director Wood, Police Chief Clemence

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

06-192-16 U.S. CONGRESSMAN - 11th DISTRICT
DAVE TROTT
Congressman Trott presented an update on legislation passed in Washington.

06-193-16 APPOINTMENT TO THE
MARTHA BALDWIN PARK BOARD

MOTION: Motion by Harris:
To appoint Bob Kenning, 1700 Villa, on the Martha Baldwin Park Board to serve the remainder of a four-year term to expire May 1, 2020.

MOTION: Motion by Bordman:
To appoint Ronald Buchanan, 1280 Suffield, on the Martha Baldwin Park Board to serve the remainder of a four-year term to expire May 1, 2019.

MOTION: Motion by DeWeese:
To appoint Jane McKee, 392 Ferndale, on the Martha Baldwin Park Board to serve the remainder of a four-year term to expire May 1, 2020.

MOTION: Motion by Sherman:
To appoint Linda Forrester, 1252 South Bates, on the Martha Baldwin Park Board to serve the remainder of a four-year term to expire May 1, 2019.
VOTE ON NOMINATION OF KENNING:
Yeas, 7
Absent, None

VOTE ON NOMINATION OF BUCHANAN:
Yeas, 7
Absent, None

VOTE ON NOMINATION OF MCKEE:
Yeas, 7
Absent, None

VOTE ON NOMINATION OF FORRESTER:
Yeas, 7
Absent, None

06-194-16  APPOINTMENT OF THE HEARING OFFICER AND ALTERNATE HEARING OFFICER
The Commission interviewed Alexander Stotland, 698 Hanna, for appointment to the Hearing Officer position. Patricia Papadopoulos, 1588 Bennaville was unable to attend to be interviewed.

The Commission agreed to postpone the appointment until Ms. Papadopoulos is available to be interviewed.

The Clerk administered the oath to the appointed members of the Martha Baldwin Park Board.

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

06-195-16  APPROVAL OF CONSENT AGENDA
The following items were removed from the consent agenda:
- Item E (Special Event Request - Harriers 5K Run/Walk) by Commissioner Bordman
- Item K (Purchase of DPS Message Boards) by Commissioner Bordman
- Item M (Outside Agency Agreements for Birmingham Bloomfield Community Coalition, Birmingham Youth Assistance, Common Ground, Haven) by Commissioner Bordman
- Item N (Outside Agency Agreement for Deaf & Hearing Impaired Services, Inc) by Commissioner Bordman
- Item I (Tree Care and Removal Agreement) by Mayor Hoff

MOTION: Motion by DeWeese, seconded by Boutros:
To approve the consent agenda as follows:
A. Approval of City Commission minutes of June 6, 2016.
B. Approval of warrant list, including Automated Clearing House payments, of June 8, 2016 in the amount of $900,497.25.
C. Approval of warrant list, including Automated Clearing House payments, of June 15, 2016 in the amount of $1,583,670.79.
D. Approval of warrant list, including Automated Clearing House payments, of June 22, 2016 in the amount of $559,547.20.

F. Resolution approving the purchase of one (1) new Toro Workman MDX Utility Vehicle from Spartan Distributors, through State of Michigan extendable purchasing contract #071B0200329 for a total purchase price not to exceed $11,746.77. Funds for this purchase are available in the Auto Equipment Fund, account #641.441.006-971.0100.

G. Resolution awarding the 2016 Asphalt Resurfacing Project, Contract #5-16(P), to Pamar Enterprises Inc. in the amount of $1,072,270.00 to be charged to the following accounts:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Account Number</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Major Street Fund</td>
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<tr>
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<tr>
<td>Sewer Fund</td>
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<td>$396,340.00</td>
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<tr>
<td>Water Fund</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$1,072,270.00</strong></td>
</tr>
</tbody>
</table>

And further; approving the appropriation and amendment to the 2016-2017 Major Street Funds, as well as the Sewer Fund budgets as follows:

**Major Streets Fund**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Draw from Fund Balance</th>
<th>Total Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>202-000.000-400.0000</td>
<td>$39,786.00</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td></td>
<td><strong>$39,786.00</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Fund</th>
<th>EPS-Construction/</th>
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<td>Public Improvements</td>
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</tr>
<tr>
<td></td>
<td>202-449.001-981.0100</td>
<td>$39,786.00</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td></td>
<td><strong>$39,786.00</strong></td>
</tr>
</tbody>
</table>

**Sewer Fund**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Draw from Fund Balance</th>
<th>Total Revenue</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>590-000.000-400.0000</td>
<td>$196,340.00</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td></td>
<td><strong>$196,340.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund</th>
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<td>590-536.001-981.0100</td>
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</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td></td>
<td><strong>$196,340.00</strong></td>
</tr>
</tbody>
</table>

H. Resolution approving the appointment of election inspectors for the August 2, 2016 Primary Election pursuant to MCL 168.674(1) and authorizing the City Clerk to make revisions as needed.

J. Resolution approving the purchase of one (1) new 2016 Case 580SNWT Loader Backhoe from Southeastern Equipment Co., Inc., using National Joint Powers Alliance extendable purchasing pricing for a total expenditure not to exceed $103,798.86. Funds for this purchase are available in the Auto Equipment Fund, account #641-441.006-971.0100.

L. Resolution setting July 25, 2016 as the date of a public hearing to consider the amendments to Chapter 126, Zoning, Article 04, Section 4.90 WN-01 and Article 07, Section 7.05 of the Zoning Ordinance to amend the glazing standards.

O. Resolution approving the service agreement with Next in the amount of $99,810 for services described in Attachment A of the agreement for fiscal year 2016-2017, account number 101-299.000-811.0000, and further directing the Mayor and City Clerk to sign the agreement on behalf of the City.

P. Resolution approving the First Amendment to the Ground Lease Agreement by and between the City of Birmingham and NCWPCS MPL. 23-Year Sites Tower Holdings, LLC and approving the Memorandum of the First Amendment to the Ground Lease and authorizing the Mayor and Clerk to execute the same on behalf of the city.
ROLL CALL VOTE:  Yeas, Commissioner Bordman  
Commissioner Boutros  
Commissioner DeWeese  
Commissioner Harris  
Mayor Pro Tem Nickita  
Commissioner Sherman  
Mayor Hoff  
Nays, None  
Absent, None  
Abstention, 1 (Hoff from Item A – absent)

06-196-16  SPECIAL EVENT REQUEST  
BIRMINGHAM HARRIERS 5K RUN/WALK  
Terri McArdle, representing the Birmingham Harriers Run, confirmed for Commissioner Bordman that set up on site will begin at 7:00 AM, but any set up along the course will begin at 8:00 AM.

Commissioner Bordman expressed concern with noise that would affect the neighborhood.

MOTION:  Motion by Bordman, seconded by Harris:
To approve a request submitted by the Seaholm Cross Country Team to hold Birmingham Harriers 5K Run/Walk on August 7, 2016, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

VOTE:  Yeas, 7  
Nays, None  
Absent, None

VIII. UNFINISHED BUSINESS

VI. NEW BUSINESS

06-197-16  PUBLIC HEARING TO CONSIDER A REZONING  
404 PARK STREET  
Mayor Hoff opened the Public Hearing to consider the rezoning of 404 Park Street at 7:56 PM.

City Planner Ecker explained the proposal to rezone the property at 404 Park. She noted that it is two lots located on the north side of Oakland between Park Street and Woodward Avenue. She explained the history of the rezoning attempts and study of this site by the Planning Board and LSL Planning.

Ms. Ecker noted that the proposal is to rezone this property to the TZ1 zoning category. She explained that the applicant is proposing four units and have stated that they intend to comply with the recommendations of the LSL sub-area plan. She explained that the current zoning R-2 would allow for two detached single family units. Under the proposal TZ1, they would be allowed to have four units attached single family units. Ms. Ecker explained the standards that must be reviewed for a rezoning application.
Mayor Pro Tem Nickita disclosed that he had past involvement with the development interest on this site. City Attorney Currier explained the decision by the Board of Ethics that this is not a conflict of interest as it was a past business relationship.

Rick Rattner, attorney representing the applicant, reviewed the history of this parcel and the ordinance. He further explained why rezoning was necessary, why the existing zoning is no longer appropriate, and why the proposed rezoning would not be detrimental to the surrounding properties.

Tom Ryan, attorney representing Mr. & Mrs. Host at 416 Park, noted that a transitional zone is a buffer zone between the lower density neighborhood to protect it from the higher density property. He stated that Oakland has been the buffer. He noted that he is not convinced it is necessary to rezone.

The following individuals spoke in opposition to the rezoning:
William Finnicum, owner of 404 Bates
Paul Gillin, 271 & 273 Eucild
Kathryn Gaines, 343 Ferndale
Jane McKee, 392 Ferndale
Paul Reagan, 997 Purdy
Michael Schuck, 247 Oakland and owns 267 Oakland
Benjamin Gill, 520 Park
Bella Fichtenberg, 430 Park
Gina Russo, 431 Park

Commissioner Harris disclosed that he was involved in litigation with an entity named FCB. One of the members of FCB is the owner of 404 Park. He noted that FCB was adverse to his client and the case is now settled.

Commissioner Sherman pointed out that in looking at Oakland, it is commercial zoning, residential, then it would be transitional. He stated that doing this does not make sense. He stated that he is not in support of the request to rezone.

Mayor Pro Tem Nickita commented that the study on transitional zoning needs to be looked at as a unit.

**MOTION:** Motion by Sherman, seconded by DeWeese:
To deny the rezoning of the property at 404 Park Street, Parcel #1925451021, lots 66 and 67 of Oak Grove Addition from R-2 Single Family Residential to TZ-1 Transitional.

The Mayor closed the Public Hearing at 9:37 PM.

Mayor Hoff stated that by denying this, it is just prolonging it. It is the Commission’s responsibility to make a decision. She expressed opposition to the motion.

Commissioner DeWeese commented that it should be dealt with as a unit. He suggested it be reviewed with the master plan.
Commissioner Harris expressed support of the motion and agreed that a review of the entire
block would be consistent with what the Commission requested back in the fall. He stated that
he is having a hard time finding the community benefit to the rezoning.

VOTE: Yeas, 5
Nays, 2 (Bordman, Hoff)
Absent, None

Commissioner Bordman pointed out that the property owner has a right to return in one year to
ask for a rezoning.

Commissioner Sherman explained that back in September, the Commissioners had requested
that before this came back, the entire Oakland area be reviewed to evaluate whether the entire
area should be transition zoning from commercial to Woodward. This was never done. He
stated that the Planning Board should return to the Commission with a report.

Commissioner DeWeese stated that the master plan is coming up within a year. He would
rather wait and have them look at it in the context of the new master plan.

Commissioner Bordman stated that it is not fair to the residents to wait for possibilities. If the
Commissioners want the Planning Board to review this, give them a time certain within two to
three months so the residents have peace of mind about what is happening with this property.

**MOTION:** Motion by Sherman, seconded by Nickita:
To direct staff to gather information about the RFP, the review and revisions to the master plan,
and input from the planning board as to process that would best be used to analyze Oakland
Avenue from Old Woodward to Woodward.

Commissioner Bordman stated that she will not be supporting the motion because she does not
agree with it in principle. She stated that this should be sent right to the Planning Board to
examine.

Mayor Pro Tem Nickita stated that the bigger picture has to be considered and not focusing on
one particular property.

VOTE: Yeas, 6
Nays, 1 (Bordman)
Absent, None

**06-198-16**  **PUBLIC HEARING OF NECESSITY FOR**
**SEWER LATERAL REPLACEMENT WITHIN THE**
**VILLA AVENUE PAVING PROJECT AREA**

Mayor Hoff opened the Public Hearing of Necessity for sewer lateral replacement within the Villa
Ave. Paving Project at 10:16 PM.

City Engineer O'Meara explained that the price normally charged to the residents is based on
the low bidder price. He suggested a new formula be used based on the average price of all
the bidders which would be $65.33 per foot.
Commissioner Sherman noted that this has been done on other projects where the contract has been substantially higher than the average price.

Bob Kenning, resident, commented that he has been extremely pleased with the work of the current contractor.

The Mayor closed the Public Hearing at 10:21 PM.

**MOTION:** Motion by Sherman, seconded by DeWeese:
To declare necessity for replacement of sewer laterals within the Villa Ave. Paving Project. The public hearing of confirmation will be held on Monday, July 11, 2016, at 7:30 P.M:

WHEREAS, The City Commission has passed Ordinance No. 1906, to establish and adopt requirements and procedures for the replacement of sewer lateral lines when the City street is open for repairs or reconstruction; and

WHEREAS, The City Commission is of the opinion that replacement of sewer laterals not meeting current criteria as a part of the planned road paving project is declared a necessity; and

WHEREAS, formal bids have been received and the actual cost per foot for replacement of the sewer laterals has been determined,

RESOLVED, that all sewer laterals not meeting current criteria located within the limits of the following streets shall be replaced as a part of the paving project on Villa Ave. from Adams Rd. to Columbia Ave.

RESOLVED, that at such time as the Assessor is directed to prepare the assessment roll, of which 100% of the contractor's charge to replace sewer lateral (calculated at the rate of $65.33 per linear foot) shall be charged to the adjoining property owners benefiting from the sewer lateral,

RESOLVED, that there be a special assessment district created and special assessments levied in accordance with benefits against the properties within such assessment district, said special assessment district shall be all properties, within the following district:

“Birmingham Villas Subdivision”
All of the following lots also include the southerly 8 ft. of the adjacent vacated alley: Lots 73-75 inclusive, lots 78-82 inclusive, lots 84-90 inclusive, lots 92-94 inclusive, lot 95 and the adjacent westerly half of adjacent vacated Dixie Ave., lots 101-105 inclusive, lots 108, 109.

All of the following lots also include the adjacent 9.5 ft. vacated alley to the south of each lot, as well as have an adjacent 9.5 ft. exception taken for Villa Ave. right-of-way: Lots 110-115 inclusive, lots 117, 118, lots 120, 121, the easterly 45 ft. of lot 123 plus the westerly half of adjacent vacated Dixie Ave. right-of-way, Lot 124 plus the easterly half of adjacent vacated Dixie Ave. right-of-way, lots 125-127 inclusive, lots 129, 130, 132, 134, 135 plus the westerly 20 ft. of adjacent vacated Yankee Ave. right-of-way, lots 138-146 inclusive.

RESOLVED, that the Commission shall meet on Monday, July 11, 2016, at 7:30 P.M., for the purpose of conducting a public hearing to confirm the roll for the replacement of sewer laterals within the Villa Ave. Paving Project.
VOTE: Yeas, 7
Nays, None
Absent, None

06-199-16 PUBLIC HEARING TO CONSIDER SPECIAL LAND USE PERMIT 100 TOWNSEND, TOWNSEND HOTEL (CORNER BAR)

Mayor Hoff opened the Public Hearing at 10:21 PM to consider the Final Site Plan and Special Land Use Permit – 100 Townsend, Townsend Hotel (Corner Bar).

City Planner Ecker explained that any establishment that serves alcoholic liquors that makes a change to the name, ownership, or application for site plan review, must obtain a Special Land Use Permit. The Townsend Hotel is requesting a thirty square foot addition to fill in the corner at the entrance to the Corner Bar. She explained they are proposing to get rid of the Corner Bar as a separate establishment and create another private reception area. She presented the plans for the proposed area.

Ms. Ecker explained that the area will be connected to the hotel. She confirmed for Commissioner Bordman that the steps would be removed.

Mayor Pro Tem Nickita commented that an existing conditions drawing would be helpful.

Victor Saroki, architect for the project, confirmed for Mayor Pro Tem Nickita that the glass windows would be clear. He explained that there will be drapery in the space similar to the Rugby Grill. He explained the entry off of Merrill Street will be ADA compliant and near the valet should a function need valet. He noted that the outdoor dining will be eliminated in that area.

The Mayor closed the Public Hearing at 10:36 PM.

MOTION: Motion by Nickita, seconded by Boutros:
To approve the Final Site Plan and Special Land Use Permit to allow the Townsend Hotel to convert The Corner Bar into a private reception and special event space:

WHEREAS, The Townsend Hotel has filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a private dining and special event space with alcoholic beverage sales for on-premise consumption under Chapter 126, Zoning, of the City Code;

WHEREAS, The land for which the Special Land Use Permit is sought is located on at 100 Townsend St. between Pierce Rd. and Henrietta;

WHEREAS, The land is zoned B-4 and D-4, and is located within the Downtown Birmingham Overlay District, which permits restaurants with alcoholic beverage sales for on-premise consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;
WHEREAS, On May 18, 2016 the Historic District Commission reviewed the proposed changes to the site and issued a Certificate of Approval pursuant to the requirements of the Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings;

WHEREAS, On May 25, 2016, the Planning Board reviewed the proposed changes to the site and recommended approval of the Final Site Plan to the City Commission;

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

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that The Townsend Hotel application for a Special Land Use Permit authorizing the operation of a establishment with alcoholic beverage sales (on-premise consumption) at 100 Townsend in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

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

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

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

VOTE: Yeas, 7
Nays, None
Absent, None

06-200-16
PUBLIC HEARING TO CONSIDER
TEMPORARY SPECIAL LAND USE PERMIT
835 & 909 HAYNES, LAVERY PORSCHE

Mayor Hoff opened the Public Hearing at 10:37 PM to consider the Revised Final Site Plan and Temporary Special Land Use Permit Amendment – 835 & 909 Haynes, Lavery Porsche.

City Planner Ecker explained that renovations are being done to the Audi building. The applicant would like to use 909 Haynes temporarily for the sales office. She noted that the request is to use the building for a period of twelve months. She noted that the Planning Board had a few comments regarding landscape and screening in the parking area. She noted that twenty-four parking spaces are required by ordinance and there are thirty-six dedicated parking spaces for this site. She pointed out that vehicles for sale or lease are not allowed to be stored within the twenty-four spaces required for the building.

Fred Lavery, applicant, explained that the sales staff and managers will have to be relocated due to the renovation to the Audi building. He noted that the twenty-four parking spaces are
for the occupants of the building. The difference between the twenty-four required spaces and thirty-six spaces will be used for the storage of cars.

A resident at 635 Elm Street expressed his support of the request, but only for one year.

The Mayor closed the Public Hearing at 10:54 PM.

**MOTION:** Motion by Nickita, seconded by Bordman:
To approve the Revised Final Site Plan and Temporary Special Land Use Permit Amendment of one year for 835 & 909 Haynes - Lavery Porsche with the condition that applicant provides the dimensions of the parking lot landscaping islands to verify that they comply with the requirements of the Zoning Ordinance.

**WHEREAS,** Lavery Porsche has applied for a Temporary Special Land Use Permit Amendment of one year to operate an Audi automobile sales agency on the first floor of the building located at 909 Haynes,

**WHEREAS,** The land for which the Temporary Special Land Use Permit Amendment is sought is located on the north side Haynes east of Elm,

**WHEREAS,** The land is zoned MU-5, Mixed Use 5, which permits automobile sales agencies with a Special Land Use Permit,

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

**WHEREAS,** The Planning Board reviewed the proposed Temporary Special Land Use Permit Amendment request on April 27, 2016 at which time the Planning Board voted to recommend approval of the Final Site Plan and SLUP to the City Commission with the following condition:

1) Applicant provides the dimensions of the parking lot landscaping islands to verify that they comply with the requirements of the Zoning Ordinance.

**WHEREAS,** The applicant has agreed to comply with all conditions for approval as recommended by the Planning Board on April 27, 2016;

**WHEREAS,** The Birmingham City Commission has reviewed the Lavery Porsche Temporary Special Land Use Permit Amendment application as well as the standards for such review as set forth in Article 7, section 7.34 of Chapter 126, Zoning of the City Code,

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below and the Lavery Porsche application for a Temporary Special Land Use Permit amendment is hereby approved for one year from the date of approval, subject to the attached site plan, and subject to the following conditions:

1) Applicant provides the dimensions of the parking lot landscaping islands to verify that they comply with the requirements of the Zoning Ordinance.
BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

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

VOTE: Yeas, 7
Nays, None
Absent, None

06-201-16 SOUTH OAKLAND COUNTY CRASH INVESTIGATION TEAM INTERLOCAL AGREEMENT

MOTION: Motion by Sherman, seconded by Harris:
To approve the Amendment to the Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team (SOCCIT) and Binder Agreement for Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team (SOCCIT). Further, directing the Mayor and the City Clerk to sign the Amendment to the Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team (SOCCIT) and Binder Agreement for Participation in the South Oakland County Crash Investigation Team (SOCCIT).

Police Chief Clemence explained the South Oakland County Crash Investigation Team multi-jurisdictional crash investigation team is currently made up of officers from Auburn Hills, Bloomfield Township, Bloomfield Hills, and Troy. He explained that this is part of the multi-jurisdictional movement to share resources to make our communities safer, better, and more efficient.

VOTE: Yeas, 7
Nays, None
Absent, None

06-202-16 2015-2016 FISCAL YEAR BUDGET APPROPRIATIONS AND AMENDMENTS

Finance Director Gerber explained that the memo explains the requested changes to the 2015-2016 budget.

MOTION: Motion by Sherman, seconded by Boutros:
To approve the appropriations and amendments to the fiscal year 2015-2016 budget as follows:

**General Fund:**

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<th>Revenues</th>
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<td>General Government</td>
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101-191.000-706.0012 (12,000)  
101-191.000-706.0013 ( 5,000)  
101-253.000-702.0001 (35,000)  
101-253.000-706.0002 (32,000)  
101-253.000-706.0004 (35,000)  
101-253.000-706.0010 ( 6,500)  
101-253.000-811.0000 (11,500)  
101-266.000-801.0200 (30,000)  
101-804.002-811.0000 (10,000)  
101-804.002-977.0000 (10,000)  
Community Development  
101-721.000-811.0000 (75,000)  
101-721.000-825.0100 (25,000)  

Transfers Out  
101-136.000-999.9999 (235,900)  
101-999.000-999.2430 ( 11,100)  
101-999.000-999.4010 (  5,000)  
101-999.000-999.6770 1,000,000  

Total Expenditure Adjustments $ 388,000  

**Major Streets Fund:**  
Expenditures:  
Traffic Controls & Engineering  
202-303.002-804.0200 $ 60,000  
Street Trees  
202-449.005-702.0001 12,000  
202-449.005-702.0002  1,000  
202-449.005-706.0002  2,000  
202-449.005-941.0000 15,000  
Snow & Ice Control  
202-449.006-729.0000 (70,000)  
202-449.006-941.0000 (20,000)  

Total Expenditure Adjustments $ -0-  

**Local Streets Fund:**  
Revenues:  
Intergovernmental  
203-000.000-540.0000 $ 80,000  
Total Revenue Adjustments $ 80,000  
Expenditures:  
Traffic Controls & Engineering  
203-303.001-937.0300 $ 2,000  
Street Cleaning  
203-449.004-941.0000 10,000  
Capital Outlay - Engineering & Construction of Roads  
203-449.001-981.0100 100,000  
203-449.001-985.7300  25,000  
Snow & Ice Control  
203-449.006-702.0001 (7,000)  
203-449.006-729.0000 (40,000)  
203-449.006-941.0000 (10,000)  

Total Expenditure Adjustments $ 80,000  

**Principal Shopping District:**  
Revenues:  
Other Revenue  
247-000.000-676.0001 $ 15,000  
Draw from Fund Balance  
247-000.000-400.0000 55,000  
Total Revenue Adjustments $ 70,000  
Expenditures:  
Principal Shopping District  
247-441.005-702.0002 $ 15,000
Total Expenditure Adjustments $ 70,000

VOTE: Yeas, 7
Nays, None
Absent, None

06-203-16 FEE SCHEDULE AMENDMENT
WATER AND SEWER RATES AND INDUSTRIAL SURCHARGES & WASTE CONTROL CHARGES

Finance Director Gerber explained the changes to the water and sewer represents a 7.25% increase.

MOTION: Motion by DeWeese, seconded by Bordman:
To amend the Schedule of Fees, Charges, Bonds and Insurance, Water and Sewer Service Sections, for changes in water and sewer rates and changes in industrial surcharges and industrial waste control charges to be effective for bills with read dates on or after July 1, 2016.

VOTE: Yeas, 7
Nays, None
Absent, None

06-204-16 CLOSED SESSION REQUEST
PENDING LITIGATION

MOTION: Motion by Nickita, seconded by Sherman:
To meet in closed session to review pending litigation regarding Shellabarger v City of Birmingham pursuant to Section 8(e) of the Open Meetings Act.

ROLL CALL VOTE: Yeas, Commissioner Boutros
Commissioner DeWeese
Commissioner Harris
Mayor Pro Tem Nickita
Commissioner Sherman
Commissioner Bordman
Mayor Hoff
Nays, None
Absent, None
Abstention, None

06-205-16 CLOSED SESSION REQUEST
ATTORNEY/CLIENT PRIVILEGE COMMUNICATION

MOTION: Motion by Sherman, seconded by Nickita:
To meet in closed session to discuss an attorney/client privilege communication in accordance with Section 8(h) of the Open Meetings Act.
ROLL CALL VOTE: Yeas, Commissioner DeWeese
Commissioner Harris
Mayor Pro Tem Nickita
Commissioner Sherman
Commissioner Bordman
Commissioner Boutros
Mayor Hoff
Nays, None
Absent, None
Abstention, None

VII. REMOVED FROM CONSENT AGENDA

06-206-16  TREE CARE AND REMOVAL AGREEMENT
Mayor Hoff requested clarification on the average annual increase to the contractor as listed in
the report. DPS Director Wood explained that the contract has been on-going for twelve years.
The last six of those years there has been no increase.

Ms. Wood confirmed for Mayor Hoff that extending the contract will allow time to continue
discussion with the current contractor or to rebid the service.

MOTION: Motion by DeWeese, seconded by Sherman:
To approve the Amendment and Resolution to the Tree Care and Removal Agreement with J. H.
Hart Urban Forestry that ends on June 30, 2016 and authorizing a sixty (60) day extension with
all terms and conditions remaining the same until August 31, 2016. Further, authorizing the
Mayor and City Clerk to sign the Agreement upon receipt of all required insurances.

VOTE: Yeas, 7
Nays, None
Absent, None

06-207-16  DPS MESSAGE BOARDS
In response to a question from Commissioner Bordman, DPS Director Wood explained the
differences between the type of message boards. She noted that the model chosen gives more
functionality and more uses for formatting, number of characters, and software.

MOTION: Motion by Bordman, seconded by Boutros:
To approve the purchase of two (2) Sunray 345 message boards from National Signal Inc. in an
amount not to exceed $28,650.00. Funds for this purchase are available in the Auto Equipment
Fund, account #641-441.006-971.0100.

VOTE: Yeas, 7
Nays, None
Absent, None

06-208-16  OUTSIDE AGENCY AGREEMENTS
Commissioner Bordman expressed her hesitation with approving expenditures without knowing
whether the residents are receiving any value for the funds given to the organizations. She
requested additional information be provided to include the number of residents utilizing the
service. Mayor Hoff suggested documentation be provided as to how the funds are used.
Clerk Pierce explained that a detailed invoice is received from Deaf & Hearing Impaired Services. Chief Clemence explained the services provided by Birmingham Bloomfield Community Coalition, Birmingham Youth Assistance, Common Ground, and Haven.

The Commission agreed to postpone the outside agency agreements for additional information.

**VIII. COMMUNICATIONS**

**06-209-16 COMMUNICATIONS**
The Commission received the following communications:
- Troy & Lisa Testa re: Villa Road paving project
- Terry Holmes re: Petition for Maddie
City Manager Valentine commented that the Police Chief has sent a letter outlining the status of where that case sits. He noted that the matter has been turned over to the 48th District Court for prosecution.
- Robin Smith re: Leash laws

Mayor Pro Tem Nickita expressed concern with the issue of dogs being off-leash. He noted the Rouge River Trail from Lincoln to Maple is a problem area and suggested the Police Department address this area.

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

**06-210-16 OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA**
George Stern, 1090 Westwood, suggested the cemetery reports be moved to the next meeting due to the late hour.

**X. REPORTS**

**06-211-16 COMMISSIONER COMMENTS**
Commissioner Harris suggested a representative from the ACT Coalition advocating for regional transit in metro Detroit address the Commission. The Commission agreed.

**06-212-16 CITY STAFF REPORTS**
The Commission received the Mosquito Control Update submitted by DPS Director Wood.

City Manager Valentine noted that this is an annual process for mosquito control. He pointed out that the treatment does address the zika and west nile virus.

Commissioner Bordman encouraged residents to remove any standing water on their property to eliminate potential breeding grounds for mosquitos.

The Commission agreed to receive the Greenwood Cemetery Advisory Board Annual Report and Cemetery Report/Contractor Update submitted by the City Clerk and bring the reports to the next meeting as a New Business item.

The Commission recessed to closed session at 11:32 PM.
The Commission reconvened in open session at 12:20 AM

**XI. ADJOURN**
The meeting adjourned at 12:20 AM.

Laura M. Pierce
City Clerk
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Sub Total Checks: $589,823.92  
Sub Total ACH: $157,309.79  
Grand Total: $747,133.71

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

Mark Gerber  
Finance Director/ Treasurer

*-Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.
### City of Birmingham
6/29/2016

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<td>Check Number</td>
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<td>Vendor #</td>
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</table>

Sub Total Checks: $678,991.53
Sub Total ACH: $44,780.04
Grand Total: $723,771.57

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

Mark Gerber
Finance Director/ Treasurer

*-Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Transfer Date</th>
<th>Transfer Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automated Benefit Services, Inc.</td>
<td>7/5/2016</td>
<td>44,780.04</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>44,780.04</strong></td>
</tr>
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</table>
The Department of Public Services (DPS) publicly opened bids titled “Bituminous Paving Materials”, Tuesday, June 21, 2016. Bid specifications were advertised with the Michigan Intergovernmental Trade Network (MITN). The asphalt materials specified were 36A hot asphalt mix used for permanent street repairs, and UPM cold patch which is used for temporary street repairs. There were two bidders, Cadillac Asphalt LLC, and Ajax Materials Corporation.

These prices are for a two year span, July 1, 2016- June 30, 2018. The bids are broken down as follows:

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>36A Hot Mix</td>
<td>$58.00/Ton</td>
<td>$59.00/Ton</td>
<td>$60.00/Ton</td>
<td>$62.00/Ton</td>
</tr>
<tr>
<td>UPM Cold Patch (Delivered)</td>
<td>$115.00/Ton</td>
<td>$116.00/Ton</td>
<td>$115.00/Ton (50 Ton min.)</td>
<td>$117.00/Ton</td>
</tr>
<tr>
<td>UPM Cold Patch (Picked Up)</td>
<td>$111.00/Ton</td>
<td>$112.00/Ton</td>
<td>$110.00/Ton</td>
<td>$112.00/Ton</td>
</tr>
</tbody>
</table>

The Department of Public Services uses the various mixes referenced above for both permanent and temporary asphalt repairs throughout the City. We recommend purchasing this material from Cadillac Asphalt LLC. Our City crews use this product for pothole patching and pavement repairs to streets, alleys, parking lots, and sewer and water trenches. Typically, the purchases of asphalt paving materials cost approximately $80,000.00 annually. This material purchase amount is spread across the Major and Local streets, Sewer, and Water funds.

Last year the pricing for the hot mix was $54.00/ton, UPM cold patch (delivered) was $115.00/ton.

SUGGESTED RESOLUTION:
To approve the purchase of 36A hot asphalt mix at $58.00/ton and $59.00/ton, UPM cold patch (delivered) at $115.00/ton and $116.00/ton and UPM cold patch (picked up) at $111.00/ton and $112.00/ton for fiscal years 2016-2017 and 2017-2018; respectively from Cadillac Asphalt LLC to be charged to account #s 202-449.003-729.0000, 203-449.003-729.0000, 590-536.002-729.0000 and 591-537.005-729.0000.
DATE: July 1, 2016

TO: Joseph A. Valentine, City Manager

FROM: Yvonne Taylor, HR Manager

SUBJECT: Professional Services Agreement – Logicalis, Inc.

Background
Information Technology (IT) Manager, Gary Gemmell, notified the Human Resources Department and Manager’s Office on May 20, 2016 of his intent to retire effective June 21, 2016. Mr. Gemmell has served the City in various IT roles for over 26 years, and has been integral in the City’s operations via IT infrastructure management, networking, cybersecurity, user support, etc.

Upon receipt of Mr. Gemmell’s intent to retire, we conducted a review of available internal resources and determined that external resources are needed to support and maintain the City’s IT operations. Given the amount of time needed to launch a management search and the critical nature of the IT Manager role, we found the most viable option to be a temporary managed services agreement with an IT Integration Solution Provider.

Service Provider Selection
In this effort, we surveyed surrounding communities to identify such firms with a successful history of supporting IT functions within unique municipal environments such as ours. This yielded two (2) recommendations – BPI Inc. and Logicalis, Inc. Following meetings with both firms to discuss the City’s needs, structures and systems we selected Logicalis based upon the full spectrum of services provided, placement of one (1) on-site dedicated Network Administrator with access to other Logicalis staff with specialized skills for City projects, flexibility in a month-to-month service agreement, and pricing within the City’s existing budget.

In the interim, a month-to-month arrangement was implemented until a formal service agreement could be executed, and we have contracted with Logicalis beginning July 5, 2016 for this purpose following review and assent of the terms by the City Attorney.

HR Recommendation
Going forward, it is recommended to approve a 12-month service agreement with Logicalis for network and server administration services. This allows time to assess Logicalis’ performance and/or begin an IT Manager/Director search. Funds are available in the existing departmental budget and the agreement offers annual personnel expense savings of over $34,000.

SUGGESTED RESOLUTION:
To approve a 12-month service agreement with Logicalis, Inc. for City Information Technology services. Further, to direct the City Manager to sign the agreement on behalf of the City.
Staffing SOW
Temporary Assignment Only

Logicalis' terms of sale, found on our website at http://www.us.logicalis.com/tcsales/, are incorporated herein by reference.

1. General Nature of Services
Provision of Consultant(s) to work at the direction of the CUSTOMER.

2. Estimated Labor Cost

<table>
<thead>
<tr>
<th>Anticipated Personnel Role</th>
<th>Monthly Rate</th>
<th>Contract Hours</th>
<th>Estimated Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eric Brunk</td>
<td>$10,000.00 per month</td>
<td>40/week</td>
<td>7/5/2016 through 6/30/2017</td>
</tr>
</tbody>
</table>

The following Skills will be provided: Server Administration and Support

This agreement can be terminated at any time with 30 days' notice.

3. Travel Expenses
Travel expenses other than those to the City of Birmingham offices will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls, and lodging). Meals, if any, will be billed at the per diem rate of $45.

4. Project Name
On Site Person - Eric Brunk

5. Project Sponsor (Name of person to whom invoices should be addressed)
Yvonne Taylor

6. Billing Address
City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

7. Purchase Order
Note that a reference to a customer P.O. number does not indicate Logicalis acceptance of terms and conditions referenced on/attached to any such P.O.
Acceptance:
To confirm our retention and authorize work to begin on your engagement, please return a signed copy of this document along with a copy of the Purchase Order, if required. Alternatively, you may email a copy to your Logicalis Account Executive or fax a copy to (248) 232-5412. Upon acceptance by Logicalis, a counter-signed copy will be returned to your attention. Any reference to a customer’s Purchase Order or P.O. number does not indicate Logicalis’ acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By:

City of Birmingham

Signature

Printed Name

Title

Date

City of Birmingham
P.O. Number (if provided)

Billing Contact:

Yvonne Taylor
City of Birmingham
151 Martin Street
Birmingham, Michigan 48009
248.530.1811

Cc: Patrick Rotary, Al Wise
A. Order and Acceptance

1. Applicability. Each Quotation issued by LOGICALIS ("Quotation") and/or Statement of Work issued by Logicalis ("SOW") is an offer to sell software, hardware, and services sold by part number ("Products") and/or professional services, managed services or cloud services ("Services") to purchaser for its own internal use and not for resale ("CUSTOMER") and includes and is governed by these Terms and Conditions of Sale ("Terms of Sale"). For the avoidance of doubt, the term "services sold by part number" refers to services, which, although ordered from LOGICALIS, are purchased from and supplied by a vendor (i.e., LOGICALIS does not directly perform or control the work) and are therefore considered Products. LOGICALIS’ Quotation and/or SOW and these Terms of Sale shall be deemed accepted by CUSTOMER upon LOGICALIS’ receipt of a purchase order, a signed Quotation, a signed SOW, or a signed third party lease agreement for the purchase of Products and/or Services or through any other conduct that evidences the existence of a contract with respect to the Products and/or Services that are the subject of LOGICALIS’ Quotation and/or SOW. Acceptance of LOGICALIS’ Quotation and/or SOW and these Terms of Sale is expressly limited to the terms contained in LOGICALIS’ Quotation and/or SOW and these Terms of Sale. LOGICALIS rejects any terms and conditions contained in CUSTOMER’s forms that are additional to or different from those set forth in LOGICALIS’ quotation and/or SOW or in these Terms of Sale.

B. Additional Terms for Product Sales

2. Product Returns and Warranty Assistance. (a) CUSTOMER acknowledges that LOGICALIS is reselling (and not itself providing) all Products purchased by CUSTOMER, including, without limitation, software and Services Sold by Part Number. (b) LOGICALIS shall pass through to CUSTOMER, the manufacturer’s warranties for each product and agrees to facilitate utilization of manufacturer’s product return policies. In no event will LOGICALIS provide product return or warranty coverage beyond that provided by the manufacturer. Products that are accepted for return are subject to the manufacturer’s applicable restocking fee(s). (c) CUSTOMER acknowledges the terms and conditions governing the use of such Products shall be solely between CUSTOMER and the manufacturer.

3. Product Use and Product Warranty Disclaimer. CUSTOMER will not use the Products sold by LOGICALIS for use in life support, life sustaining, nuclear or other applications in which failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. CUSTOMER agrees that LOGICALIS and the manufacturer of Products are not liable, in whole or in part, for any claim or damage arising from such use.

4. Shipment and Risk of Loss for Product Sales. All shipments of Products by LOGICALIS to CUSTOMER will be FOB point of shipment. Insurance coverage, transportation costs and all other expenses applicable to shipment from LOGICALIS to CUSTOMER’s identified point of delivery will be the responsibility of the CUSTOMER. Risk of loss will pass to the CUSTOMER upon delivery of the products to the common carrier (regardless of who pays such common carrier) or the CUSTOMER’s representative at LOGICALIS’ point of shipment.

5. Product Security Interest. CUSTOMER grants LOGICALIS a security interest in and to the Products as security for payment in full of the purchase price. CUSTOMER authorizes LOGICALIS to file and/or record any documents it deems necessary to perfect this security interest.

6. Permitting Compliance for Product Sales. CUSTOMER will obtain all licenses, permits and approvals required by any governmental agency, foreign or domestic, having jurisdiction over the transaction.

C. Additional Terms for Service Sales

7. Limited Warranty and Acceptance of Services. LOGICALIS represents and warrants to Customer that the Services shall be performed in a good, workmanlike, professional and conscientious manner by experienced and qualified employees of Logicalis according to the generally accepted standards of the industry to which the Services pertain. All Service deliverables will be deemed accepted by CUSTOMER if not rejected in a reasonably detailed writing within five (5) days, or as otherwise identified in the applicable Statement of Work, of submission to CUSTOMER. In the event the Services provided by Logicalis are not in conformance with this warranty, LOGICALIS will take the steps necessary to correct the deficiency at no charge to the CUSTOMER. THIS IS CUSTOMER’s SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY.

8. Limited Warranty for Staffing. LOGICALIS warrants that any consultant provided to CUSTOMER will have the qualifications and hold the certifications represented to CUSTOMER by LOGICALIS. LOGICALIS makes no other representations or warranties with respect to the services to be provided and makes no representation or warranty that services provided by a consultant will not interrupt CUSTOMER’s operations.

9. Service Warranty Disclaimer. EXCEPT AS PROVIDED FOR UNDER SECTION 7, LOGICALIS MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE SERVICES. LOGICALIS DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

10. Logicalis Property. LOGICALIS software, equipment or consulting, programming, or management tools which may be furnished or utilized by LOGICALIS in the performance of these services shall remain the property of LOGICALIS and shall be immediately returned to LOGICALIS upon its request or upon completion of the Services.

11. Service Work Assignments. LOGICALIS retains the right to assign such personnel, including subcontractors, as it deems appropriate to the performance of Services under these Terms of Sale.

12. CUSTOMER Coordination for Service Sales. CUSTOMER will provide a primary point of contact and make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by LOGICALIS. LOGICALIS will assign a primary contact person for the Services.

D. Terms Applicable to All Sales

13. Price and Payment. The prices set forth in any Quotation and/or SOW are exclusive of all applicable taxes, duties, licenses, and tariffs levied upon the sale, purchase or delivery of the Products and/or Services which remain the CUSTOMER’s obligation. Prices quoted are firm for thirty (30) days unless otherwise provided on the Quotation and/or SOW. Payment for Products is due thirty (30) days from the date of the invoice issued to the CUSTOMER and payment for Services is due thirty (30) days from the date of acceptance. In the event CUSTOMER chooses to finance the purchase of Products and/or Services from a third party leasing company, CUSTOMER remains liable for payment to LOGICALIS for all Products and Services purchased until LOGICALIS receives complete payment from such leasing company. Where the Quotation and/or SOW includes the purchase of both Products and Services, the transactions shall be deemed to be a separate for the supply of Products and the supply of Services. No default or delay in...
the delivery of Products shall relieve the CUSTOMER’s payment obligation for Services delivered and accepted by CUSTOMER and no default or delay in the delivery of Services shall relieve the CUSTOMER’s payment obligation for Products delivered and accepted by CUSTOMER. All payments will be made in accordance with the terms stated above. Out of pocket expenses shall be charged as incurred. Unless expressly provided to the contrary, items designated as estimates are not binding commitments to sell at the estimated price or to deliver on the estimated schedule. CUSTOMER will pay interest in the amount of one and one half percent (1.5%) per month, or the maximum allowed by law whichever is lower, on any outstanding balance owed.

14. Confidential Information. Information designated as confidential by either party whether before or at the effective date of these Terms of Sale shall be held in strict confidence and used only for purposes of these Terms of Sale. Except as required by law, no Confidential Information shall be disclosed without the prior written consent of the party designating the information as confidential. If either party is legally required to disclose any confidential information of the other party so required to notify the other party immediately and shall cooperate in seeking a reasonable protective order. This Section shall not apply to information, which is (i) in the public domain, (ii) already known to the recipient, (iii) developed independently or (iv) received from a third party without similar restriction and without breach of this or a similar agreement.

15. Export. CUSTOMER agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury, based on the United States Export Administration Regulations, as amended, under any regulations promulgated thereunder, and any successor thereto. All Products and Services are subject to the Economic Sanctions Act, as the same may be promulgated from time to time. CUSTOMER agrees to indemnify, to the fullest extent permitted by law, LOGICALIS from and against any fines, penalties and reasonable attorney fees that may arise as a result of CUSTOMER’s breach of this Section 15.

16. Limitation of Liability. NO MONETARY RECOVERY IS AVAILABLE FROM LOGICALIS FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL LOGICALIS’ LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE PARTICULAR CLAIM. FOR REMOTE MANAGEMENT OF CUSTOMER’S ENVIRONMENT (MANAGED SERVICES) AND/OR LOGICALIS ENTERPRISE CLOUD SERVICES, THE TOTAL LIABILITY OF LOGICALIS FOR THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS SHALL NOT EXCEED SIX MONTHS’ BASE CHARGE FOR THE SERVICE(S) THAT IS THE BASIS FOR THE PARTICULAR CLAIM. LOGICALIS WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT OR SERVICE, OR IN ANY WAY CONNECTED TO THESE TERMS OF SALE, EVEN IF LOGICALIS HAS BEEN ADVISED OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF OBLIGATIONS OR ANY OTHER LEGAL THEOREM.  THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF OBLIGATIONS OR ANY OTHER LEGAL THEOREM.  THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF OBLIGATIONS OR ANY OTHER LEGAL THEOREM.  THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF OBLIGATIONS OR ANY OTHER LEGAL THEOREM.

17. Encryption. Customer shall encrypt at the application level all data that is considered sensitive data that must be treated as confidential under state or federal law or under Customer's contractual obligations to others. This includes, but is not limited to, Social Security Numbers, financial account numbers, driver's license numbers, state identification numbers, Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act, as amended (HIPAA) and regulations promulgated there under) and Nonpublic Personal Information (as that term is defined in Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley) and regulations promulgated there under).

18. Cancellation of Order. The purchase of Products or Services may be cancelled by CUSTOMER only upon written approval of LOGICALIS and upon terms that indemnify LOGICALIS against all losses related to such cancellation.

19. Additional Contractual Rights for Default. If CUSTOMER defaults in performance of any obligation under these Terms of Sale, including the payment of any amount due, LOGICALIS may, at its option, suspend performance, require prepayment, or terminate its performance and collect payment for all Products and Services provided up to the date of termination.

20. Attorney Fees. CUSTOMER shall reimburse LOGICALIS for any and all expenses including, without limitation, reasonable attorney fees and legal expenses that LOGICALIS pays or incurs in protecting and enforcing the rights of LOGICALIS under these Terms of Sale.

21. Publication. Nothing contained in these Terms of Sale shall be interpreted so as to prevent LOGICALIS from publicizing its business relationship with CUSTOMER or the nature of the Products sold to or Services performed for CUSTOMER.

22. No Solicitation. CUSTOMER agrees not to solicit for employment or to employ any LOGICALIS employee for a period of twelve (12) months following the conclusion of the work performed under these Terms of Sale.

23. Indemnification. CUSTOMER agrees to defend, at its expense, and to indemnify LOGICALIS to the extent permitted by law against any award of damages and costs based on the claim that any materials or documentation provided by CUSTOMER to LOGICALIS during this engagement infringes a U.S. patent, copyright or other intellectual property right of any third party.

24. Governing Law and Jurisdiction. The validity, construction and interpretation of these Terms of Sale and the rights and duties of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Michigan, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought either in the federal court in the Eastern District of Michigan or state courts located in Oakland County, Michigan, and the parties hereby irrevocably submit to the personal jurisdiction and venue therein. The U.N. Convention on the International Sale of Goods (UNCISG) shall not apply to these Terms of Sale.

25. No Waiver. The failure of either party to insist upon strict performance of any of the provisions of these Terms of Sale will not be deemed a waiver of any breach or default. The remedies provided to LOGICALIS hereunder are not a waiver of the remedies of LOGICALIS under applicable law.

26. Severability. If any provision of these Terms of Sale are unenforceable as a matter of law, all other provisions will remain in effect.

27. Excusable Delay. LOGICALIS will not be liable for any breach or failure of performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics or other circumstances beyond LOGICALIS’ control.

28. Time for Bringing Claims. Any claim by CUSTOMER against LOGICALIS arising from or in connection with LOGICALIS’ sale of Products and/or Services cannot be filed, made or maintained unless filed within six months after LOGICALIS shipped or provided the Products and/or Services in question.

29. Understanding of the Parties. These Terms of Sale supersede all prior or current written or oral statements, representations, negotiations, agreements and understandings.
IN WITNESS WHEREOF, the parties have executed and delivered these Terms and Conditions of Sale as of the date below last written.

Customer: LOGICALIS, INC.:

By: (Signature) By: (Signature)

Print Name: Print Name:

Its: (Position) Its: (Position)

Date: Date:
DATE: July 1, 2016

TO: Joseph A. Valentine, City Manager

FROM: Matthew Baka, Senior Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Set Public Hearing for a Lot Rearrangement of 976 Arden Ln., Parcel #1935152005, T2N, R10E, Sec 35 THE MEYERING LAND COMPANY’S BIRMINGHAM HIGHLANDS SUB NO 2 NLY PART OF LOT 354 MEAS 45 FT ON W LOT LINE & 72.27 FT ON E LOT LINE, ALSO PART OF LOT 365 BEG AT PT DIST S 16-23-00 E 63.18 FT ALG W LOT LINE FROM NW LOT COR, TH N 52-04-00 E 99.44 FT, TH S 34-22-00 E 28 FT, TH S 04-22-00 E 40 FT, TH S 70-41-00 W 92.93 FT, TH N 16-23-00 W 34 FT TO BEG, ALSO SLY PART OF LOT 366 MEAS 16 FT ON W LOT LINE & 12.73 FT ON E LOT LINE: 224317 & 1058 Arden Ln., Parcel #1935152006, T2N, R10E, Sec 35 THE MEYERING LAND COMPANY’S BIRMINGHAM HIGHLANDS SUB NO 2 SLY PART OF LOT 354 MEAS 12.73 FT ON E LOT LINE & 0.0 FT ON W LOT LINE, ALSO ALL OF LOT 355 & SLY PART OF LOT 365 MEAS 70 FT ON E LOT LINE & 47 FT ON W LOT LINE: 224313

The owner of the property known as 976 Arden Ln. (Parcel #1935152005) is seeking approval to rearrange the property line by adding a portion of 1058 Arden Ln. to their side property line. If approved, the applicant proposes to add 262.5 feet of 1058 Arden Ln. to 976 Arden Ln. in order to resolve a minor encroachment of the existing concrete walkway. The land survey has been included for your review.

The Planning Division recommends that the City Commission set a public hearing date of August 8, 2016 to consider the proposed subdivision, pursuant to the procedures set forth in Section 102-52 of the Subdivision Ordinance.

Suggested Resolution:
To set a Public Hearing for August 8, 2016 to consider the proposed Lot Rearrangement of 976 Arden Ln. and 1058 Arden Ln.
Division of Platted Lots Application

1. Applicant
   Name: Ronald R. Ross
   Address: 976 Arden Lane
             Birmingham, MI 48009
   Phone Number: 248-646-3024
   Fax Number: Same as Phone
   Email Address: ronald@ross-mi.com

2. Applicant’s Attorney/Contact Person
   Name: 
   Address: 
   Phone Number: 
   Fax Number: 
   Email Address: 

3. Project Information
   Address/Location of Property: 976 Arden Lane
                               Birmingham, MI 48009
   Sidewell #: 
   Current Zoning: 

4. Attachments
   a. Proof of ownership
   b. Written statement of reasons for request
   c. A letter of authority or power of attorney in the event the application is made by a person other than the property owner
   d. Other data having a direct bearing on the request
   e. Sketches of proposed development (optional)
   f. One digital copy of plans

Two (2) copies of a registered land survey showing:
- all existing and proposed platted lot lines
- legal descriptions of proposed lots
- locations of existing/ surrounding structures and setbacks
- footprints of proposed development

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

Signature of Property Owner: 
Print Name: 
Date: 6-28-16

Signature of Applicant: 
Print Name: 
Date: 6-28-16

Fee: $200.00 per lot affected, minimum fee $400

#400
+ $150
#550 + $100 refundable
CONSENT OF PROPERTY OWNER

1. John Horiszney, OF THE STATE OF Michigan AND COUNTY OF Oakland, STATE THE FOLLOWING:

1. That I am the owner of real estate located at 1058 Arden Lane. (Address of affected property)

2. That I have read and examined the Application for a Lot Split made to the City of Birmingham by: Ronald Ross. (Name of applicant)

3. That I have no objections to, and consent to the request(s) described in the Application made to the City of Birmingham.

Dated: June 27, 2019

John Horiszney
Owner’s Name (Please Print)

John Horiszney
Owner’s Signature
June 24, 2016

It has come to our attention that a piece of our side walkway is infringing on the next-door property.

Our neighbor, John Horisney, has agreed to give us additional ground as per the transfer papers indicate.

Ronald Rose

Arline Rose
WARRANTY DEED
STATUTORY FORM

KNOW ALL MEN BY THESE PRESENTS: That Robert R. Lermersal and Elizabeth Lermersal, his wife

whose address is 976 Arden Lane, Birmingham, Michigan

Convey and Warrant to Ronald R. Ross and Arlene L. Ross, his wife

whose street number and post office address is

19512 Northrop, Detroit, Michigan 48219
City of Birmingham County of Oakland

the following described premises situated in the
State of Michigan, to wit:

See Attached Description

Liber 6316 Page 145

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

for the sum of Fifty Eight Thousand Five Hundred and no/100---($58,500.00)

subject to Mortgage to National Bank of Detroit recorded in Liber 5410
Page 425 Oakland County Records, which purchasers agree to assume and pay.

Dated this 18th day of June 1974

Signed in the presence of:

Marilyn G. Howard
Michael E. Howard
Robert R. Lermersal
Elizabeth Lermersal

Signed by:

Marilyn G. Howard
Robert R. Lermersal
Richard E. Howard
Elizabeth Lermersal

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 18th day of June 1974 by Robert R. Lermersal and Elizabeth Lermersal, his wife

My Commission expires January 16, 1978

Count Treasures Certificate

City Treasurer's Certificate

When Recorded Return To:
National Bank of Detroit
Detroit, Michigan

Send Subsequent Tax Bills To:
G. Carley, 2401 W. Big Beaver

Drafted by: Garry G. Carley
2401 W. Big Beaver

Mortgage Division
Troy, Michigan 480

Tax Parcel # 63-14-13-005

Recording Fee $5.00

Revenue Stamps $64.35
DESCRIPTION OF REAL ESTATE

Land in the City of Birmingham, Oakland County, Michigan, described as:

PARCEL I

The central 1/3 of Lot No. 365 "The Meyering Land Company's Birmingham Highlands Subdivision No. 2", more particularly described as beginning at a point in the Westerly line of said Lot No. 363 which is located South 16 degrees 23 minutes East along said Westerly line 63.18 feet from the Northwest corner of said lot; thence North 52 degrees 04 minutes East 99.44 feet to Easterly line of said lot; thence South 34 degrees 22 minutes East along said Easterly line 28.0 feet to a corner in Easterly line of said lot; thence South 4 degrees 22 minutes East along said Easterly line 40.0 feet; thence South 70 degrees 41 minutes West 92.93 feet to Westerly line of said lot; thence North 16 degrees 23 minutes West along said Westerly line 34.0 feet to the point of beginning.

PARCEL II

Part of Lot 354 and part of Lot 366, The Meyering Land Company's Birmingham Highlands Subdivision No. 2, as recorded in liber 49 of Plats, page 5, Oakland County Records, being more fully described as: Beginning at a point on the East line of Lot 354 which point is North 5 degrees 07 minutes 33 seconds West 1.00 feet from the Southeast corner of Lot 354 and proceeding thence South 81 degrees 09 minutes 00 seconds West 139.56 feet; thence on West line of Lot 354 North 4 degrees 19 minutes 43 seconds West 40.00 feet; thence on Westerly line of Lot 366 North 34 degrees 24 minutes 40 seconds West 28.00 feet; thence North 72 degrees 17 minutes 10 seconds East 130.68 feet; thence along the Easterly line of Lot 354 and 366 on a curve to the right, radius 155.45 feet; central angle 32 degrees 40 minutes 30 seconds, arc distance of 88.65 feet and whose chord bears South 21 degrees 38 minutes 51 seconds East, a chord distance of 87.45 feet to the place of beginning.
NOTES:
- Bearings in relation to Plat of Record.
- No title work has been supplied by the client for purposes of this survey. Therefore, no guarantee is made that any or all easements, both recorded and unrecorded are shown on this survey.
- This drawing and the corresponding legal descriptions of proposed parcel transfer is subject to municipal approval.

**ARDEN LANE 60' WIDE**

Surveyor’s Certificate

I hereby certify that I have surveyed and mapped the land above platted and/or described on June 9, 2016 and that the ratio of closure on the unadjusted field observations of such survey does not exceed 1/10,000.

**PHONE** 588 731-8030 **FAX** 588 731-2905

**URBAN LAND CONSULTANTS **

**STATE OF MICHIGAN**

**WARREN G. JAVEY **

**PROFESSIONAL SURVEYOR**

**No. 50628**

**Date 6-13-16**

**Drawn T.M.P.**

**Check W.C.A.**

**Sheet 1 of 3**

**Job No.** 160543-9431
Existing Property Description Parcel 19-35-152-005

Land in the City of Birmingham, Oakland County, Michigan described as:

Parcel I

The central 1/3 of Lot No. 365 "The Meyering Land Company's Birmingham Highlands Subdivision No. 2", more particularly described as beginning at a point in the Westerly line of said Lot No. 365 which is located S.16°23' E., along said Westerly 63.18 feet from the Northwest corner of said lot; thence N.52°04' E., 99.44 feet to the Easterly line of said lot; thence S.34°22' E., along said Easterly line 28.00 feet to a corner in Easterly line of said lot; thence S.04°22'E. along said Easterly line 40.00 feet; thence S.70°41'W., 92.93 feet to Westerly line of said lot; thence N.16°23' W., along said Westerly line 34.00 feet to the point of beginning.

Parcel II

Part of Lot 354 and part of Lot 366, The Meyering Land Company's Birmingham Highlands Subdivision No. 2, as recorded in Liber 49 of Plats, page 5 Oakland County Records, being more fully described as: Beginning at a point on the East line of Lot 354 which point is N.5°07'33" W., 1.00 feet from the Southeast corner of Lot 354 and proceeding thence S.81°09'00" W., 139.56 feet; thence on West line of Lot 354, N.4°19'43" W., 40.00 feet; thence on Westerly line of Lot 366, N.34°24'40" W., 28.00 feet; thence N.72°17'10" E., 130.68 feet; thence along the Westerly line of Lot 354 and 356 on a curve to the right, radius 155.45 feet; central angle 32°40'30", an arc distance of 88.65 feet and whose chord bears S.21°38'51" E., a chord distance of 87.43 feet to the point of beginning.

Existing Property Description Parcel 19-35-152-006

Land in the City of Birmingham, Oakland County, Michigan described as:

Lot 355 and part of Lot 354, "The Meyering Land Company's Birmingham Highlands Subdivision No. 2", according to the plat thereof as recorded in Liber 49 of Plats, page 5, Oakland County Records, being more fully described as: Beginning at the Southeast corner of said Lot 355 and proceeding thence along South line of Lot 355 S.85°40'17" W., 140.00 feet to the Southwest corner of said Lot 355; thence along the West line of said Lot 355 and Lot 354 N.4°19'43" W., 70.00 feet; thence N.81°09'00" E., 139.56 feet; thence along the east line of Lot 354 on a curve to the right, radius 155.45 feet, central angle 0°22'00", arc distance 1.00 feet and whose chord bears S.5°07'33" E., a chord distance of 1.00 feet; thence on the East line of Lot 355 and West line of Arden Lane, S.4°56'30" E., 80.00 feet.

Description of the Southerly 1/3 of Lot 365, "The Meyering Land Company's Birmingham Highlands Subdivision No. 2", more particularly described as beginning at a point in the westerly line of said Lot 365 which is located S.16°23' E., along said Westerly line 97.18 feet from the Northwest corner of said Lot; thence N.70°41' E., 92.93 feet to the Easterly line of said Lot; thence S.4°22' E. along said Easterly line 70.00 feet to the Southeast corner of said Lot 365; thence S.85°40'17" W. along Southerly line of said lot a distance of 80.00 feet to the Southwest corner of said Lot; thence N.16°23' W. along Westerly line of said Lot a distance of 47.00 feet to the point of beginning containing 0.11 acres more or less.
Transfer Parcel from 19-35-152-006 to 19-35-152-005

A parcel of land being a part of Lot 354 of “The Meyerling Land Company’s Birmingham Highlands Subdivision No. 2”, part of the NW 1/4 of Section 35, T.2N., R10E., City of Birmingham, Oakland County, Michigan as recorded in Liber 49 Page 5 of the Oakland County Records is more particularly described as: Beginning at the Southeast Corner of Lot 354; thence S. 80°25'38"W., 139.73 feet to a point on the West line of Lot 354; thence N.04°19'43"W., 2.77 feet along said line; thence N.81°09'00"E., 139.56 feet to a point of the East line of Lot 354; thence along the East line of Lot 354 and a curve concave to the west of radius 155.46 feet, a central angle of 00°22'07"", whose chord bears S.05°07'33"E., 1.00 feet an arc distance of 1.00 feet to the Point of Beginning and containing 262.5 square feet.

Property Description parcel 19-35-152-005 plus transfer parcel

A parcel of land being a part of Lot 354, 365 and 366, of “The Meyerling Land Company’s Birmingham Highlands Subdivision No. 2”, part of the NW 1/4 of Section 35, T.2N., R10E., City of Birmingham, Oakland County, Michigan as recorded in Liber 49 Page 5 of the Oakland County Records is more particularly described as: Beginning at the Southeast Corner of Lot 354; thence S.80°25'38"W., 139.73 feet to a point on the West line of Lot 354; thence N.04°19'43"W., 2.77 feet along said line; thence S.70°41'23"W., 92.95 feet to a point on the West line of Lot 365; thence N.16°21'11"W., 34.00 feet along said line; thence N.52°04'57"E., 99.44 feet to a point on the West line of Lot 366; thence N.72°17'10"E., 130.69 feet to a point on the East line of Lot 366; thence along the west line of Lot 366 and 354 and a curve concave to the west of radius 155.46 feet, a central angle of 33°02'28"", whose chord bears S.21°27'44"E., 88.41 feet an arc distance of 89.65 feet to the Point of Beginning and containing 0.36 acres.

Property Description parcel 19-35-152-006 minus transfer parcel

A parcel of land being a part of Lot 354 and 365, of “The Meyerling Land Company’s Birmingham Highlands Subdivision No. 2”, part of the NW 1/4 of Section 35, T.2N., R10E., City of Birmingham, Oakland County, Michigan as recorded in Liber 49 Page 5 of the Oakland County Records is more particularly described as: Beginning at the Southeast Corner of Lot 355; thence S.85°40'17"W., 220.00 feet along the South line of Lot 355 and 365 to the Southwest corner of Lot 365; thence N.16°21'11"W., 47.00 feet along the West line of Lot 365; thence N.70°41'23"E., 92.95 feet to a point on the west line of Lot 354; thence S.04°19'43"E., 2.77 feet along said line; thence N.80°25'38"E., 139.73 feet to the Northeast corner of Lot 355; thence S.04°56'30"E., 80.00 feet along the East line of Lot 355 to the Southeast corner of Lot 355 and the Point of Beginning and containing 0.35 acres.
DATE: June 24, 2016

TO: Joseph A. Valentine, City Manager
    Mark Clemence, Police Chief

FROM: Scott Grewe, Operations Commander

SUBJECT: Oakland County Law Enforcement Mutual Aid Agreement

A revised Oakland County Law Enforcement Mutual Aid Agreement has been completed. The purpose of this continued agreement is to render mutual aid in law enforcement protection to the local units of government within Oakland County who have entered into this agreement.

Attached is an amended agreement that was recently updated. This agreement was reviewed and approved by the city attorney, Mr. Currier.

A copy of the resolution approving this agreement must be sent to the Oakland County Association of Chiefs of Police to complete our application for participation.

SUGGESTED RESOLUTION:

To approve the Birmingham Police Departments participation in the amended Oakland County Law Enforcement Mutual Aid Agreement. Further, to direct the Chief of Police to submit a copy of the approved resolution to the Oakland County Association of Chiefs of Police.

May 11, 2016
OAKLAND COUNTY
LAW ENFORCEMENT MUTUAL AID AGREEMENT

For the general purpose of rendering mutual aid in law enforcement protection, pursuant to the Mutual Police Assistance Agreements Act, 1967 PA 236, MCL 123.811, et seq., as amended, and pursuant to the Urban Cooperation Act, 1967 PA 7 (Ex Sess), MCL 124.501 et seq., as amended, the Intergovernmental Transfers of Functions and Responsibilities Act, 1967 PA 8 (Ex Sess), MCL 124.531 et seq., as amended, and the Intergovernmental Contracts between Municipal Corporations Act, 1951 PA 35, MCL 124.1 et seq., as amended, the local units of government within Oakland County which have passed resolutions pursuant to Section 14 of this agreement (“Section 14”) hereby enter into this amended agreement (“Agreement”) for mutual aid upon the following terms and conditions:

Definitions

“Community” shall mean a county, township, city, village, community college, or public university or institution of higher education, which (i) is located within, or has a campus building located within, the geographic boundaries of Oakland County, (ii) has a department of police or public safety or similar unit that employs, or contracts for the services of, peace officers and/or public safety officers, located within the geographic boundaries of Oakland County, and (iii) participates in this Agreement pursuant to Section 14.

“Police Officer” shall mean a peace officer or public safety officer having jurisdiction in the Community by which he or she is employed.

“Commanding Officer” shall mean the highest ranking Police Officer on duty in the Community or his designee, who has the responsibility for directing the police or public safety department at the time of an Emergency.

“Disaster” shall mean an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including, but not limited, to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, any incident to which the National Incident Management System (“NIMS”) may be applicable, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorder.

“Emergency” shall mean circumstances that pose an immediate risk to health, life, property, or the environment, which requires man-power or equipment
additional to that available to the Requesting Community at the time of the Emergency and/or other instances where an officer or community safety require additional resources.

“Requesting Community” shall mean the Community in which an Emergency or Disaster exists and which requests aid pursuant to this Agreement.

“Responding Community” shall mean the Community which sends personnel and/or equipment to a Requesting Community pursuant to this Agreement.

“Incident Command System” shall mean the systemic tool used for the command, control, and coordination of emergency response as defined pursuant to NIMS.

“Unified Command” shall mean the structure defined pursuant to the Incident Command System and NIMS that brings together the Commanding Officers and highest ranking officers of all other major organizations involved in an incident in order to coordinate an effective response while at the same time carrying out their own jurisdictional responsibilities.

**Determination and Declaration of a Disaster, an Emergency, or Both**

The Commanding Officer shall be responsible for determining and declaring that a Disaster, an Emergency, or both, exists in his or her Community.

**Request for Assistance**

Upon determining and declaring that a Disaster or an Emergency exists, the Commanding Officer of the Requesting Community may make a request for aid to the Commanding Officer of the Responding Community.

**Response to Request**

The Commanding Officer of the Responding Community may make available to the Commanding Officer of the Requesting Community such Police Officers and other appropriate personnel and equipment as are available to meet the needs of the Disaster and/or Emergency. The Commanding Officer of the Responding Community may decline the request for aid. No party to this Agreement shall be liable for a failure to respond to a request for assistance for any reason.

**Use of Auxiliary or Reserve Police or Public Safety Officers**

A Responding Community may send auxiliary or reserve police or public safety officer(s) when the Requesting Community approves their use, provided that
such auxiliary or reserve officers act under the direction of regularly employed officers of the Responding Community.

Auxiliary or reserve police or public safety officers assigned by a Responding Community shall be considered regularly employed officers of the Responding Community for purposes of determining the application of Section 8, Indemnity.

**Direction at the Scene of a Disaster and/or Emergency**

The person in charge of operations at the scene of a Disaster and/or Emergency shall be the Commanding Officer of the Requesting Community, who shall follow and adhere to the Incident Command System and the establishment of a Unified Command, as applicable. Generally, all personnel and equipment of a Responding Community shall be under the control and direction of the Commanding Officer of the Requesting Community upon arriving at the scene of the Disaster and/or Emergency. While working under the direction of the Commanding Officer of the Requesting Community, all personnel shall only be required to respond to lawful orders. At all times, the personnel of the Responding Community shall remain employees of their respective agency and shall adhere to the policies and procedures of their own employer. All directions for the use of the personnel and equipment of a Responding Community shall be made through the Commanding Officer of the Responding Community, whenever possible.

**Withdrawal of Personnel and Equipment**

The personnel and equipment of a Responding Community may be withdrawn at any time in the discretion of the Commanding Officer of the Responding Community. The Commanding Officer of the Requesting Community shall be notified of the withdrawal whenever possible. The Responding Community shall not have any obligation to keep its personnel or equipment in the Requesting Community for a longer period of time than is deemed necessary by the Commanding Officer of the Responding Community. A Responding Community shall not be liable to a Requesting Community for leaving the scene of a Disaster and/or Emergency.

**Indemnity**

The Requesting Community shall, to the extent permitted by law, indemnify and save the Responding Community harmless from all claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts and omissions of personnel of the Responding Community which are specifically ordered or directed by the Commanding Officer of the Requesting Community.
Except as provided in Sections 4 and 7, the Responding Community shall, to the extent permitted by law, indemnify and save the Requesting Community harmless from all claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the Responding Community which are not specifically directed or ordered by the Commanding Officer of the Requesting Community.

Indemnity in Joint Training Programs

Each Community shall, to the extent permitted by law, indemnify and save all other Communities harmless from all claims, demands, costs or damages including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the indemnifying Community during joint training programs for emergency operations, such as those joint training programs organized by the Oakland County Law Enforcement Tactical Response Coordinating Group (“OakTAC”).

Insurance

Each Community shall maintain appropriate liability insurance and workers compensation insurance, including employers’ liability coverage, in accordance with all applicable laws.

Employee Benefits

Each Community is responsible for the salaries, workers’ compensation, retirement and other fringe benefits of its employees responding to a mutual aid request.

Costs of Equipment and Supplies

Costs of equipment and supplies used while giving assistance will be borne by the Community providing the equipment and supplies. Each Community shall also be responsible, regardless of fault, for repairing or replacing any damage to the vehicles and/or equipment that Community provides that occurs while providing assistance pursuant to this Agreement.

Federal or State Reimbursement for Emergency Works Funds.

The Requesting Community in an Emergency, when making application for federal or state funds for reimbursement of the cost of the emergency operations, shall apply for such funds for Responding Communities. Each Community will maintain appropriate records to support such applications.

Community Participation in This Agreement
Any community that meets the criteria included in Section 1(A)(i)-(ii) of this Agreement may apply to participate in this Agreement by making application to the Oakland County Association of Police Chiefs (“Association”). The Association may approve the application by the affirmative vote of a majority of active voting members, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting. After Association approval, the Community will become a party to the Agreement when (i) its official elected body has approved a resolution of participation, (ii) a copy of that resolution of participation has been sent to the Association and (iii) the Association has received a true copy that resolution.

Withdrawal from Agreement

A Community may withdraw from its participation in this Agreement for any reason at any time upon thirty (30) days written notice to the Association and all other Communities.

Term

The term of this Agreement shall be ten (10) years from the date of its approval by the affirmative vote of the majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association. The term shall automatically renew for additional ten (10) year periods following the initial ten (10) year term unless terminated by the affirmative vote of the majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association.

Effective Date of this Agreement

This Agreement is effective upon approval by the affirmative vote of the majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association, and, is effective as to a specific Community upon the Association’s receipt of a true copy of a resolution approving that Community’s participation from that Community’s governing body.

Amendment

This Agreement may only be amended upon the affirmative vote of a majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association. The Association shall provide notice of any such amendment to each Community by sending written notice, including a copy of the amended Agreement, via first class mail to the highest ranking Police Officer of each Community within five (5) business days of each such amendment.
Survival

A Community’s indemnity obligations shall survive any termination of this Agreement or the Community’s withdrawal, with respect to liability arising during the time the Community was a party to the Agreement.

Effect on Oakland County Law Enforcement Mutual Aid Agreement Dated June 1988

If a Community is a participant in the Oakland County Law Enforcement Mutual Aid Agreement dated June 1988 (the “Original Mutual Aid Agreement”), that Community shall send via first class mail a copy of the resolution approving its participation in this Agreement to the highest ranking Police Officer of each community that is a participant in the Original Mutual Aid Agreement at the same time that Community sends a copy of the resolution approving its participation in this Agreement to the Association pursuant to this Section 14. The Original Mutual Aid Agreement shall automatically terminate effective thirty (30) days after the first time notice is sent by a Community to each community participating in the Original Mutual Aid Agreement pursuant to this Section 20.

Effect on Other Existing Agreements

With the exception of Section 20 of this Agreement, this Agreement shall not affect the terms of any other Agreement entered into by any Community with respect to mutual aid or emergency management services.
MEMORANDUM

Police Department

DATE:       June 30, 2016
TO:         Joseph A. Valentine, City Manager
FROM:       Mark Clemence, Chief of Police
SUBJECT:    Recognition of FAR Therapeutic Arts and Recreation, (Pamela Ayres), as a Non-Profit Organization for the purpose of a State Gaming License.

FAR Therapeutic Arts and Recreation, 1669 West Maple, Birmingham, Michigan 48009 is a recognized 501(c) (3) organization under the Internal Revenue Code.

The organization is planning a fund-raising effort which requires a State of Michigan Gaming License. This request is a one-time requirement by the State Gaming Commission which will cover any future fund raising events needing a gaming or raffle license.

The City Commission is not approving the event, or the event’s location, only following the state’s requirement for recognition as a nonprofit organization in our community.

SUGGESTED RESOLUTION:

To recognize FAR Therapeutic Arts and Recreation, 1669 West Maple, Birmingham, Michigan 48009 as a 501(c) (3) non-profit organization for the purpose of obtaining a State of Michigan Gaming License with the State of Michigan Charitable Gaming Division. Furthermore, authorizing the City Clerk to complete the Local Governing Body Resolution Form, forwarding same to the Charitable Gaming Division, Lansing, Michigan.
LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
(Required by MCL 432.103(2)(B))

At a __________________ meeting of the ____________________________
REGULAR OR SPECIAL ____________________________ TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by ________________________________ on ____________________

DATE

at __________________ a.m./p.m. the following resolution was offered:

Moved by __________________________ and supported by __________________________

that the request from __________________________ of __________________________
NAME OF ORGANIZATION CITY

county of __________________________, asking that they be recognized as a
COUNTY NAME nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for __________________________
APPROVAL

APPROVAL

Yeas: __________
Nays: __________
Absent: __________

DISAPPROVAL

Yeas: __________
Nays: __________
Absent: __________

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
adopted by the __________________________ at a __________________________
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on __________________________.
DATE

SIGNED: __________________________
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Information about Form 990 and its instructions is at www.irs.gov/form990

A. For the 2014 calendar year, or tax year beginning JUL 1, 2014 and ending JUN 30, 2015

B. Name of organization

FAR CONSERVATORY OF THERAPEUTIC AND PERFORMING ARTS

D. Employer identification number

38-1689300

E. Telephone number

248.646.3347

G. Street address

1669 WEST MAPLE ROAD

BIRMINGHAM, MI 48009

H. Is this a group return for subordinates? [ ] Yes [ ] No

H(i) Are all subordinate returns included? [ ] Yes [ ] No

J. Website

WWW.FARCONSERVATORY.ORG

K. Form of organization

[ ] Corporation [ ] Trust [ ] Association [ ] Other

L. Year of formation

1951

M. State of legal domicile

MI

Part I Summary

1. Briefly describe the organization's mission or most significant activities: PROMOTES UNDERSTANDING AND PROVIDES EDUCATION FOR CHILDREN AND ADULTS WITH SPECIAL NEEDS

2. Check this box [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

3. Number of voting members of the governing body (Part VI, line 1a)

4. Number of independent voting members of the governing body (Part VI, line 1b)

5. Total number of individuals employed in calendar year 2014 (Part VI, line 2a)

6. Total number of volunteers (estimate if necessary)

7. a. Total unrelated business revenue from Part V, column (c), line 12

b. Net unrelated business taxable income from Form 990-T, line 34

8. Contributions and grants (Part VIII, line 1h)

9. Program service revenue (Part VIII, line 2g)

10. Investment income (Part VIII, column (A), lines 6, 7a, and 7d)

11. Other revenue (Part VIII, column (A), lines 8, 9a, 9c, 10a, and 13)

12. Total revenue: add lines 8 through 11 (must equal Part VI, column (A), line 12)

13. Grants and similar amounts paid (Part IX, column (A), line 7)

14. Benefits paid to or for members (Part IX, column (A), line 4)

15. Salaries, other compensation, and benefits (Part IX, column (A), lines 8-13)

16a. Professional fundraising fees (Part IX, column (A), line 11e)

16b. Total fundraising expenses (Part IX, column (C), line 25)

17. Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)

18. Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)

19. Revenue less expenses. Subtract line 18 from line 12

20. Total assets (Part X, line 16)

21. Total liabilities (Part X, line 26)

22. Net assets or fund balances. Subtract line 21 from line 20

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

COPY

JEFFREY JABLONSKI, CPA
Preparer's name

COLLINS, BURL & MCCONKEY, LLP
Preparer's firm name

1450 W. LONG LAKE ROAD, SUITE 365
Preparer's firm address

TROY, MI 48092

JEFFREY JABLONSKI, CPA
Preparer's signature

TROY, MI 48092
Preparer's address

517.248.6466
Preparer's phone number

May the IRS discuss this return with the preparer shown above? [ ] Yes [ ] No

See Schedule O for Organization Mission Statement Continuation
Briefly describe the organization's mission:

PROMOTES UNDERSTANDING AND PROVIDES EDUCATION FOR CHILDREN AND ADULTS WITH SPECIAL NEEDS THROUGH THERAPEUTIC OPPORTUNITIES IN THE ARTS, RECREATION AND LEISURE THAT ENRICH ITS STUDENTS, THEIR FAMILIES AND THE GREATER COMMUNITY.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [ ] Yes [x] No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [ ] Yes [x] No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (code: ) Expenses $ 649,688, including grants of $ 616,697.

PROVIDES CREATIVE ARTS THERAPY AND RECREATION SERVICES FOR CHILDREN AND ADULTS WITH MENTAL, PHYSICAL AND/OR EMOTIONAL IMPAIRMENTS.

4b (code: ) Expenses $ 70,299.

PROVIDE SCHOLARSHIPS FOR INDIVIDUALS WITH SPECIAL NEEDS TO ATTEND VARIOUS CREATIVE ARTS THERAPY AND RECREATION SERVICES PROGRAMS.

4c (code: ) Expenses $ , including grants of $ .

4d Other program services (Describe in Schedule O.)

<table>
<thead>
<tr>
<th>Expenses $</th>
<th>Including grants of $</th>
<th>Revenue $</th>
</tr>
</thead>
<tbody>
<tr>
<td>719,987</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Form 990 (2014)
<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule A</td>
<td>1</td>
<td>X</td>
</tr>
<tr>
<td>2. Is the organization required to complete Schedule B, Schedule of Contributors?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule C, Part I</td>
<td>2</td>
<td>X</td>
</tr>
<tr>
<td>3. Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule C, Part II</td>
<td>3</td>
<td>X</td>
</tr>
<tr>
<td>4. Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(f) election in effect during the tax year?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule C, Part III</td>
<td>4</td>
<td>X</td>
</tr>
<tr>
<td>5. Is the organization a section 501(c)(9), 501(c)(19), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule C, Part IV</td>
<td>5</td>
<td>X</td>
</tr>
<tr>
<td>6. Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule D, Part I</td>
<td>6</td>
<td>X</td>
</tr>
<tr>
<td>7. Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule D, Part II</td>
<td>7</td>
<td>X</td>
</tr>
<tr>
<td>8. Did the organization maintain collections of works of art, historical treasures, or other similar assets?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule D, Part III</td>
<td>8</td>
<td>X</td>
</tr>
<tr>
<td>9. Did the organization report an amount in Part X, line 2, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule D, Part IV</td>
<td>9</td>
<td>X</td>
</tr>
<tr>
<td>10. Did the organization, directly or through a related organization, hold assets in temporarily restricted funds, endowments, permanent endowments, or quasi-endowments?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule D, Part V</td>
<td>10</td>
<td>X</td>
</tr>
<tr>
<td>11. If the organization's answer to any of the following questions is &quot;Yes,&quot; complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Did the organization report an amount for land, buildings, and equipment in Part X, line 10?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 17?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 17?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 17?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Did the organization report an amount for other liabilities in Part X, line 25?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization’s liability for uncertain tax positions under FIN 48 (ASC 740)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule D, Part X</td>
<td>11</td>
<td>X</td>
</tr>
<tr>
<td>12a. Did the organization obtain separate, independent audited financial statements for the tax year?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Was the organization included in consolidated, independent audited financial statements for the tax year?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, and if the organization answered &quot;No&quot; to line 12a, then completing Schedule D, Parts XI and XII is optional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Is the organization a school described in section 170(b)(1)(A)(ii)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule E</td>
<td>13</td>
<td>X</td>
</tr>
<tr>
<td>14a. Did the organization maintain an office, employees, or agents outside of the United States?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule F, Parts I and IV</td>
<td>15</td>
<td>X</td>
</tr>
<tr>
<td>16. Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule F, Parts II and IV</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>17. Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11a?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule G, Part I</td>
<td>17</td>
<td>X</td>
</tr>
<tr>
<td>18. Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 1d?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule G, Part II</td>
<td>18</td>
<td>X</td>
</tr>
<tr>
<td>19. Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Yes, complete Schedule G, Part III</td>
<td>19</td>
<td>X</td>
</tr>
<tr>
<td>20a. Did the organization operate one or more hospital facilities?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. If &quot;Yes,&quot; complete Schedule H</td>
<td>20</td>
<td>X</td>
</tr>
<tr>
<td>20b. If &quot;Yes,&quot; to line 20a, did the organization attach a copy of its audited financial statements to this return?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Form 990 (2014)
21 Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 17? If "Yes," complete Schedule I, Parts I and II.

22 Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 17? If "Yes," complete Schedule I, Parts I and III.

23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule I, Parts I and III.

24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2022? If "Yes," answer lines 24d through 24g and complete Schedule K, if "No," go to line 25a.

b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?

c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?

d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?

25a Section 501(c)(3), 501(c)(4), and 501(c)(23) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I.

b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ, if "Yes," complete Schedule L, Part I.

26 Did the organization report any amount on Part X, line 5, 6, or 26 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If "Yes," complete Schedule L, Part II.

27 Did the organization provide a grant or other assistance to an officer, trustee, key employee, or substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III.

28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Parts IV and V) and instructions for applicable filing thresholds, conditions, and exclusions:

a A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV.

b A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV.

c An entity of which a current or former officer, director, trustee, or key employee (or family member thereof) was an officer, director, trustee, or indirect owner? If "Yes," complete Schedule L, Part IV.

29 Did the organization receive more than $25,000 in non-cash contributions? If "Yes," complete Schedule M.

30 Did the organization receive contributions, grants, contributions, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M.

31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I.

32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II.

33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3 or? If "Yes," complete Schedule R, Part I.

34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1.

35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?

b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2.

36 Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2.

37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI.

38 Did the organization complete Schedule O and provide explanations in Schedule O for Part V, lines 11b and 19?

Note: All Form 990 filers are required to complete Schedule O.
Part V  Statements Regarding Other IRS Filings and Tax Compliance

1a Enter the number reported in Box 3 of Form 1099. Enter 0 if not applicable.  
1b Enter the number of Forms W-2G included in line 1a. Enter 0 if not applicable.  
1c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gambling winnings to prize winners? Yes | No  

2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return.  
2b If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Yes | No  

3a Did the organization have unrelated business gross income of $1,000 or more during the year?  
3b If "Yes," has it filed a Form 990-T for this year? Yes | No  

4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?  
4b If "Yes," enter the name of the foreign country:  


5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?  
5b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?  
5c If "Yes," to line 5a or 5b, did the organization file Form 8886-T? Yes | No  

6a Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible or charitable contributions?  
6b If "Yes," did the organization include with every solicitation an express statement that such contributions were not tax deductible?  

7a Organizations that may receive deductible contributions under section 170(c).  
7b Did the organization receive a payment in excess of $5,000 during the year as a contribution and part for goods and services provided to the payor? Yes | No  
7c Did the organization notify the payor of the fair market value of the goods or services provided? Yes | No  
7d If "Yes," indicate the number of Forms 8282 filed during the year.  
7e Did the organization receive any funds, directly or indirectly, to pay premiums on a group insurance contract? Yes | No  
7f Did the organization, during the year, engage as an employer, directly or indirectly, in a plan that is a qualified group coverage plan? Yes | No  
7g If the organization received a contribution of qualified intangible property, did it file Form 3520 as required? Yes | No  
7h If the organization received a contribution of cash, cash equivalents, securities, or other property, did it file a Form 1099-C? Yes | No  

8a Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the organization have excess business holdings at any time during the year?  
8b If "Yes," did the sponsoring organization make any taxable distributions under section 4966?  
8c If "Yes," did the sponsoring organization make a distribution to a donor, donor advisor, or related person?  

9a Sponsoring organizations maintaining donor advised funds.  
9b Section 501(c)(7) organizations. Enter:  
9c Initiation fees and capital contributions included on Part VIII, line 12.  
9d Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities.  

10a Section 501(c)(12) organizations. Enter:  
10b Gross income from members or shareholders.  
10c Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.).  

12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1091? Yes | No  
12b If "Yes," enter the amount of tax-exempt interest received or accrued during the year.  

13a Section 501(c)(29) qualified nonprofit health insurance issuers.  
13b Is the organization licensed to issue qualified health plans in more than one state? Yes | No  
13c Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans.  
13d Enter the amount of reserves on hand.  

14a Did the organization receive any payments for indoor tanning services during the tax year?  
14b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O.  

Form 990 (2014)  
09171006 734693 FC38-1689200 2014.04030 FAR CONSERVATORY OF THERAPE FC38-161
Section A. Governing Body and Management

1a. Enter the number of voting members of the governing body at the end of the tax year. If there are material differences in voting rights among members of the governing body, or if the governing body delegates broad authority to an executive committee or similar committee, explain in Schedule O.

1b. Enter the number of voting members included in line 1a, above, who are independent.

2. Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?

3. Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?

4. Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?

5. Did the organization become aware during the year of a significant diversion of the organization's assets?

6. Did the organization have members or stockholders?

7a. Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?

7b. Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?

8. Did the organization contemporaneously document the meetings held or written actions taken during the year by the following:
   a. The governing body?
   b. Each committee with authority to act on behalf of the governing body?

9. Is there any officer, director, trustee, or key employee listed in Part V, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses of Schedule O.

Section B. Policies

10a. Did the organization have local chapters, branches, or affiliates?

10b. If "Yes," did the organization have written policies and procedures governing the activities of local chapters, branches, and affiliates to ensure their operations are consistent with the organization's exempt purpose?

11a. Has the organization provided a copy of this Form 990 to all members of its governing body before filing the Form?

11b. Describe in Schedule O the procedures, if any, by which the organization has made Form 990s.

12a. Did the organization have a written policy on interest conflicts? If "Yes," go to line 13.

12b. If "Yes," describe in Schedule O how this was done.

13. Did the organization have a written whistleblower policy?

14. Did the organization have a written document retention and destruction policy?

15. Did the organization have a written document retention and destruction policy?

16. Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?

16a. Did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?

Section C. Disclosure

17. List the states with which a copy of this Form 990 is required to be filed.

18. Section 6104 requires an organization to make its Forms 1023 or 1124 (if applicable), 990, and 990-T (Section 501(c)(3) only) available for public inspection. Indicate how you made these available. Check all that apply.
   - Own website
   - Other's website
   - Upon request
   - Other (explain in Schedule O)

19. Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20. State the name, address, and telephone number of the person who possesses the organization's books and records:

   THE ORGANIZATION - 420-646-3347
   1669 WEST MAPLE ROAD, BIRMINGHAM, MI 48009

FAR CONSERVATORY OF THERAPEUTIC AND PERFORMING ARTS

38-1689200

Part VI Governance, Management, and Disclosure

For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 9b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI.
### FAR CONSERVATORY OF THERAPEUTIC AND
### PERFORMING ARTS
### 38-1689200

**Part VII: Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII.

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's current officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation.
- Enter 0 in columns (B), (C), (E), and (F) if no compensation was paid.
- List all of the organization's current key employee, if any. See instructions for definition of "key employee."
- List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's former officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: Individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

<table>
<thead>
<tr>
<th>(A) Name and Title</th>
<th>(B) Average hours per week</th>
<th>(C) Position (do not check more than one unless person is both an officer and a director/trustee)</th>
<th>(D) Reportable compensation from the organization (W-2/1099-MISC)</th>
<th>(E) Reportable compensation from related organizations (W-2/1099-MISC)</th>
<th>(F) Estimated amount of other compensation from the organization and related organizations</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOUG MOELLER</td>
<td>0.80</td>
<td>X</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>CHAIR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JAYNE SULLIVAN</td>
<td>0.50</td>
<td>X</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>VICE CHAIR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>JULIE TRUEKOWSKI</td>
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<tr>
<td>VICE CHAIR</td>
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<tr>
<td>GLEN CURNIN</td>
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<td>0</td>
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<tr>
<td>TREASURER</td>
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<tr>
<td>ROSE CLINGUMING</td>
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<tr>
<td>SECRETARY</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>JOHN ASHCROFT</td>
<td>1.30</td>
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<td>0</td>
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<tr>
<td>PAST CHAIR</td>
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<td></td>
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<tr>
<td>MICHAEL BRENNER</td>
<td>0.50</td>
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<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>DIRECTOR</td>
<td></td>
<td></td>
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<tr>
<td>ANDREAS CHERN</td>
<td>0.10</td>
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<td>0</td>
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</tr>
<tr>
<td>DIRECTOR</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>JULIE GLAZIER</td>
<td>0.10</td>
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<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>DIRECTOR</td>
<td></td>
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<tr>
<td>JORDAN HOLIDAY</td>
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<tr>
<td>DIRECTOR</td>
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<tr>
<td>CAROL KIDNAPED</td>
<td>0.20</td>
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<tr>
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<td>ROBERT ZOR</td>
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</tr>
<tr>
<td>DIRECTOR</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>SHARON MARQUEN</td>
<td>0.10</td>
<td>X</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>DIRECTOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOHN SCHULTER</td>
<td>0.10</td>
<td>X</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>DIRECTOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>KATIE SHER</td>
<td>0.90</td>
<td>X</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>DIRECTOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAURIE TACKETT</td>
<td>0.30</td>
<td>X</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>DIRECTOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MARK WISDELMAN</td>
<td>0.30</td>
<td>X</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>DIRECTOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Part VII**

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

<table>
<thead>
<tr>
<th>(A) Name and title</th>
<th>(B) Average hours per week</th>
<th>(C) Position</th>
<th>(D) Reportable compensation from the organization (W-2/1099-MISC)</th>
<th>(E) Reportable compensation from related organizations (W-2/1099-MISC)</th>
<th>(F) Estimated amount of other compensation from the organization and related organizations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(18) JUDY JOHN</td>
<td>0.50</td>
<td>X</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>DIRECTOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(15) PAMELA ATIES</td>
<td>40.00</td>
<td>X</td>
<td>83,987.</td>
<td>0.0</td>
<td>1,292.</td>
</tr>
<tr>
<td>PRESIDENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1b Sub-total

c Total from continuation sheets to Part VII, Section A

d Total (add lines 1b and 1c)

2 Total number of individuals (including those listed above) who received more than $100,000 of reportable compensation from the organization

3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual

4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? If "Yes," complete Schedule J for such individual

5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person

**Section B. Independent Contractors**

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

<table>
<thead>
<tr>
<th>(A) Name and business address</th>
<th>(B) Description of services</th>
<th>(C) Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization

---

Form 990 (2014)

09171006 734693 FC38-1689200 2014.04030 FAR CONSERVATORY OF THERAPE FC38-161
**FAR CONSERVATORY OF THERAPEUTIC AND PERFORMING ARTS**

**Part VIII: Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII.

<table>
<thead>
<tr>
<th>Contributions, Gifts, Grants, and Other Similar Amounts</th>
<th>(A) Total revenue</th>
<th>(B) Related or exempt function revenue</th>
<th>(C) Unrelated business revenue</th>
<th>(D) Revenue excluded from tax under section 512-514</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a. Federated campaigns</td>
<td>7,624.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1b. Membership dues</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1c. Fundraising events</td>
<td>130,624.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1d. Related organizations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1e. Government grants (contributions)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1f. All other contributions, gifts, grants, and similar amounts not included above</td>
<td>127,480.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1g. Noncash contributions included in lines 1a-1f</td>
<td>19,576.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1h. Total, Add lines 1a-1f</td>
<td>265,728.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Program Service Revenue**

<table>
<thead>
<tr>
<th>Contributions, Gifts, Grants, and Other Similar Amounts</th>
<th>Business Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>2a. CREATIVE ARTS AND RECR</td>
<td>611600</td>
</tr>
<tr>
<td>2b. MERCHANDISE SALES</td>
<td>611600</td>
</tr>
</tbody>
</table>

**Investment Income (including dividends, interest, and other similar amounts)**

<table>
<thead>
<tr>
<th>Contributions, Gifts, Grants, and Other Similar Amounts</th>
<th>(A) Total revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Investment income (including dividends, interest, and other similar amounts)</td>
<td>616,547.</td>
</tr>
</tbody>
</table>

**Income from investment of tax-exempt bond proceeds**

<table>
<thead>
<tr>
<th>Contributions, Gifts, Grants, and Other Similar Amounts</th>
<th>(A) Total revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Income from investment of tax-exempt bond proceeds</td>
<td>253.</td>
</tr>
</tbody>
</table>

**Royalties**

<table>
<thead>
<tr>
<th>Contributions, Gifts, Grants, and Other Similar Amounts</th>
<th>(A) Total revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Royalties</td>
<td>253.</td>
</tr>
</tbody>
</table>

**Other Revenue**

<table>
<thead>
<tr>
<th>Contributions, Gifts, Grants, and Other Similar Amounts</th>
<th>Business Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>8a. Gross income from fundraising events (not including $130,624 of contributions reported on line 1c). See Part IV, line 1b</td>
<td>20,666.</td>
</tr>
<tr>
<td>8b. Less: direct expenses</td>
<td>37,109</td>
</tr>
<tr>
<td>8c. Net income or (loss) from fundraising events</td>
<td>-16,443.</td>
</tr>
<tr>
<td>9a. Gross income from gaming activities. See Part IV, line 1b</td>
<td></td>
</tr>
<tr>
<td>9b. Less: direct expenses</td>
<td></td>
</tr>
<tr>
<td>9c. Net income or (loss) from gaming activities</td>
<td></td>
</tr>
<tr>
<td>10a. Gross sales of inventory, less returns and allowances</td>
<td></td>
</tr>
<tr>
<td>10b. Less: cost of goods sold</td>
<td></td>
</tr>
<tr>
<td>10c. Net income or (loss) from sales of inventory</td>
<td></td>
</tr>
</tbody>
</table>

**Miscellaneous Revenue**

<table>
<thead>
<tr>
<th>Contributions, Gifts, Grants, and Other Similar Amounts</th>
<th>Business Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>11a.</td>
<td></td>
</tr>
<tr>
<td>11b.</td>
<td></td>
</tr>
<tr>
<td>11c.</td>
<td></td>
</tr>
<tr>
<td>11d. All other revenue</td>
<td></td>
</tr>
<tr>
<td>11e. Total, Add lines 11a-11d</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contributions, Gifts, Grants, and Other Similar Amounts</th>
<th>(A) Total revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total expenses</td>
</tr>
<tr>
<td>---</td>
<td>----------------</td>
</tr>
<tr>
<td>1</td>
<td>86,536</td>
</tr>
<tr>
<td>2</td>
<td>546,188</td>
</tr>
<tr>
<td>3</td>
<td>9,595</td>
</tr>
<tr>
<td>4</td>
<td>54,650</td>
</tr>
<tr>
<td>5</td>
<td>10,240</td>
</tr>
<tr>
<td>6</td>
<td>1,740</td>
</tr>
<tr>
<td>7</td>
<td>3,846</td>
</tr>
<tr>
<td>8</td>
<td>4,469</td>
</tr>
<tr>
<td>9</td>
<td>10,461</td>
</tr>
<tr>
<td>10</td>
<td>71,580</td>
</tr>
<tr>
<td>11</td>
<td>70,299</td>
</tr>
<tr>
<td>12</td>
<td>1,546</td>
</tr>
<tr>
<td>13</td>
<td>743</td>
</tr>
<tr>
<td>14</td>
<td>591</td>
</tr>
<tr>
<td>15</td>
<td>889,234</td>
</tr>
<tr>
<td>Assets</td>
<td>(A) Beginning of year</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>1 Cash - non-interest bearing</td>
<td>218,101</td>
</tr>
<tr>
<td>2 Savings and temporary cash investments</td>
<td>2,744</td>
</tr>
<tr>
<td>3 Pledges and grants receivable, net</td>
<td>28,263</td>
</tr>
<tr>
<td>5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L</td>
<td></td>
</tr>
<tr>
<td>6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(C), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L</td>
<td></td>
</tr>
<tr>
<td>7 Notes and loans receivable, net</td>
<td></td>
</tr>
<tr>
<td>8 Inventories for sale or use</td>
<td></td>
</tr>
<tr>
<td>9 Prepaid expenses and deferred charges</td>
<td></td>
</tr>
<tr>
<td>10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D</td>
<td>53,663</td>
</tr>
<tr>
<td>10b Less: accumulated depreciation</td>
<td>35,144</td>
</tr>
<tr>
<td>11 Investments - publicly traded securities</td>
<td></td>
</tr>
<tr>
<td>12 Investments - other securities. See Part IV, line 11</td>
<td></td>
</tr>
<tr>
<td>13 Investments - program-related. See Part IV, line 11</td>
<td></td>
</tr>
<tr>
<td>14 Intangible assets</td>
<td></td>
</tr>
<tr>
<td>15 Other assets. See Part IV, line 11</td>
<td></td>
</tr>
<tr>
<td>16 Total assets. Add lines 7 through 15</td>
<td>294,336</td>
</tr>
<tr>
<td>17 Accounts payable and accrued expenses</td>
<td></td>
</tr>
<tr>
<td>18 Grants payable</td>
<td></td>
</tr>
<tr>
<td>19 Deferred revenue</td>
<td>31,925</td>
</tr>
<tr>
<td>20 Tax-exempt bond liabilities</td>
<td></td>
</tr>
<tr>
<td>21 Escrow or custodial account liability. Complete Part V of Schedule D</td>
<td></td>
</tr>
<tr>
<td>22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L</td>
<td></td>
</tr>
<tr>
<td>23 Secured mortgages and notes payable to unrelated third parties</td>
<td></td>
</tr>
<tr>
<td>24 Unsecured notes and loans payable to unrelated third parties</td>
<td></td>
</tr>
<tr>
<td>25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D</td>
<td></td>
</tr>
<tr>
<td>26 Total liabilities. Add lines 17 through 25</td>
<td>55,481</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Assets or Fund Balances</td>
<td></td>
</tr>
<tr>
<td>Organizations that follow SFAS 117 (ASC 958), check here □ and complete lines 27 through 29, and lines 33 and 34.</td>
<td></td>
</tr>
<tr>
<td>27 Unrestricted net assets</td>
<td>171,387</td>
</tr>
<tr>
<td>28 Temporarily restricted net assets</td>
<td>42,398</td>
</tr>
<tr>
<td>29 Permanently restricted net assets</td>
<td>25,070</td>
</tr>
<tr>
<td>Organizations that do not follow SFAS 117 (ASC 958), check here □ and complete lines 30 through 34.</td>
<td></td>
</tr>
<tr>
<td>30 Capital stock or trust principal, or current funds</td>
<td></td>
</tr>
<tr>
<td>31 Paid-in or capital surplus, or land, building, or equipment fund</td>
<td></td>
</tr>
<tr>
<td>32 Retained earnings, endowment, accumulated income, or other funds</td>
<td></td>
</tr>
<tr>
<td>33 Total net assets or fund balances</td>
<td>238,855</td>
</tr>
<tr>
<td>34 Total liabilities and net assets/fund balances</td>
<td>294,336</td>
</tr>
</tbody>
</table>
### Part XI: Reconciliation of Net Assets

1. Total revenue (must equal Part VIII, column (A), line 12) .................................................. 1
   866,235.

2. Total expenses (must equal Part IX, column (A), line 26) .................................................. 2
   889,234.

3. Revenue less expenses. Subtract line 2 from line 1 .............................................................. 3
   -22,999.

4. Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A)) .... 4
   236,555.

5. Net unrealized gains (losses) on investments ................................................................. 5
   -1,639.

6. Donated services and use of facilities ............................................................................. 6

7. Investment expenses ....................................................................................................... 7

8. Prior period adjustments ................................................................................................ 8

9. Other changes in net assets or fund balances (explain in Schedule O) ......................... 9
   0.

10. Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B)) .................................................. 10
    214,217.

### Part XII: Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

1. Accounting method used to prepare the Form 990:  | Yes | No |
   - Cash  |        |     |
   - Accrual  |        |     |
   - Other    |        |     |

2a. Were the organization's financial statements compiled or reviewed by an independent accountant?

   - Yes  |        | 2a |
   - No   |        |    |

2b. Were the organization's financial statements audited by an independent accountant?

   - Yes  |        | 2b |
   - No   |        |    |

3a. As a result of a federal award, was the organization required to undergo an independent audit as set forth in the Single Audit Act and OMB Circular A-133?

   - Yes  |        | 3a |
   - No   |        |    |

3b. If "Yes," did the organization undergo the required audits or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any explanation taken to undergo such audits.

   - Yes  |        | 3b |
   - No   |        |    |
Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Name of the organization: FAR CONSERVATORY OF THERAPEUTIC AND PERFORMING ARTS

Employer identification number: 38-1689200

**Part I: Reason for Public Charity Status** (All organizations must complete this part). See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

1. A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
3. A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(ii).
4. A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state:
5. An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
6. A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
7. An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
8. A community trust described in section 170(b)(1)(A)(vii). (Complete Part II.)
9. An organization that normally receives (i) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions subject to certain exceptions; and (ii) no more than 30% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from activities acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
10. An organization organized and operated exclusively for public safety. See section 509(a)(2).
11. An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 11a through 11d that describes any type of supporting organization(s). Complete lines 11e, 11f, and 11g.
   a. Type I. A supporting organization operated, supervised, or controlled by its supporting organization(s) through the power to regularly or customarily direct a majority of the voting power of the supporting organization(s). You must complete Part IV, Sections A and B.
   b. Type II. A supporting organization controlled by one or more supporting organization(s), by having control or management of the supporting organization(s) that control or manage the supporting organization(s). You must complete Part IV, Sections A and C.
   c. Type III functionally integrated. A supporting organization is functionally integrated with, and functionally integrated with, its supporting organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
   d. Type III non-functionally integrated. A supporting organization is functionally integrated with, and functionally integrated with, its supporting organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
   e. Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
   f. Enter the number of supported organizations:

<table>
<thead>
<tr>
<th>(i) Name of supported organization</th>
<th>(ii) EIN</th>
<th>(iii) Type of organization (described on lines 1-8 above or IRC section 6104, see instructions)</th>
<th>(iv) Is the organization listed in your governing document?</th>
<th>(v) Amount of monetary support (see instructions)</th>
<th>(vi) Amount of other support (see instructions)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

LHA For Paperwork Reduction Act Notice, see the instructions for Form 990 or 990-EZ.

### Section A. Public Support

<table>
<thead>
<tr>
<th>Calendar year (or fiscal year beginning in)</th>
<th>(a) 2010</th>
<th>(b) 2011</th>
<th>(c) 2012</th>
<th>(d) 2013</th>
<th>(e) 2014</th>
<th>(f) Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  Gifts, grants, contributions, and membership fees received. (Do not include any &quot;unusual grants.&quot;)</td>
<td>207,089</td>
<td>193,058</td>
<td>278,046</td>
<td>291,282</td>
<td>265,728</td>
<td>1,235,203</td>
</tr>
<tr>
<td>2  Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose</td>
<td>560,761</td>
<td>616,373</td>
<td>637,237</td>
<td>636,304</td>
<td>637,363</td>
<td>3,088,038</td>
</tr>
<tr>
<td>3  Gross receipts from activities that are not an unrelated trade or business under section 513</td>
<td>767,850</td>
<td>809,431</td>
<td>915,283</td>
<td>927,586</td>
<td>903,091</td>
<td>4,323,241</td>
</tr>
<tr>
<td>4  Tax revenues levied for the organization's benefit and either paid to or expended on its behalf</td>
<td>20,908</td>
<td>30,720</td>
<td>31,499</td>
<td>25,306</td>
<td>18,899</td>
<td>117,392</td>
</tr>
<tr>
<td>5  The value of services or facilities furnished by a governmental unit to the organization without charge</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6  Total, Add lines 1 through 5</td>
<td>767,850</td>
<td>809,431</td>
<td>915,283</td>
<td>927,586</td>
<td>903,091</td>
<td>4,323,241</td>
</tr>
<tr>
<td>7a  Amounts included on lines 1, 2, and 3 received from disqualified persons</td>
<td>20,908</td>
<td>30,720</td>
<td>31,499</td>
<td>25,306</td>
<td>18,899</td>
<td>117,392</td>
</tr>
<tr>
<td>7b  Add lines 7a and 7b</td>
<td>20,908</td>
<td>30,720</td>
<td>31,499</td>
<td>25,306</td>
<td>18,899</td>
<td>117,392</td>
</tr>
</tbody>
</table>

### Section B. Total Support

<table>
<thead>
<tr>
<th>Calendar year (or fiscal year beginning in)</th>
<th>(a) 2010</th>
<th>(b) 2011</th>
<th>(c) 2012</th>
<th>(d) 2013</th>
<th>(e) 2014</th>
<th>(f) Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>9  Amounts from line 6</td>
<td>767,850</td>
<td>809,431</td>
<td>915,283</td>
<td>927,586</td>
<td>903,091</td>
<td>4,323,241</td>
</tr>
<tr>
<td>10a  Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources</td>
<td>1,800</td>
<td>943</td>
<td>567</td>
<td>450</td>
<td>253</td>
<td>4,013</td>
</tr>
<tr>
<td>10b  Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11  Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on</td>
<td>1,800</td>
<td>943</td>
<td>567</td>
<td>450</td>
<td>253</td>
<td>4,013</td>
</tr>
<tr>
<td>12  Other income. Do not include gain or losses from the sale of capital assets (Explain in Part VII)</td>
<td>769,650</td>
<td>810,374</td>
<td>915,850</td>
<td>928,036</td>
<td>903,344</td>
<td>4,327,254</td>
</tr>
<tr>
<td>13  Total Support, (add lines 9, 10a, 11, and 12)</td>
<td>769,650</td>
<td>810,374</td>
<td>915,850</td>
<td>928,036</td>
<td>903,344</td>
<td>4,327,254</td>
</tr>
<tr>
<td>14  First five years, if this Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Section C. Computation of Public Support Percentage

<table>
<thead>
<tr>
<th>Public support percentage for 2014 (line 6, column (f) divided by line 13, column (f))</th>
<th>97.19 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public support percentage from 2013 Schedule A, Part III, line 15</td>
<td>97.23 %</td>
</tr>
</tbody>
</table>

### Section D. Computation of Investment Income Percentage

<table>
<thead>
<tr>
<th>Investment income percentage for 2014 (line 10a, column (f) divided by line 13, column (f))</th>
<th>0.9 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment income percentage from 2013 Schedule A, Part III, line 17</td>
<td>11 %</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Support tests - 2014</th>
<th>Support tests - 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>18a 33 1/3% support test - 2014</td>
<td>33 1/3% support test - 2013</td>
</tr>
<tr>
<td>18b 33 1/3% support test - 2013</td>
<td>33 1/3% support test - 2013</td>
</tr>
<tr>
<td>20 Private foundation</td>
<td>Private foundation</td>
</tr>
</tbody>
</table>

---

**Schedule A (Form 990 or 990-EZ) 2014**

**09171006 734593 FC38-1689200 2014.04030 FAR CONSERVATORY OF THERAPE FC38-161**
Section A. All Supporting Organizations

1. Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.

2. Did the organization have any supported organization that does not have an IRS determination of status under section 501(c)(3) or (27)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 501(c)(3) or (27).

3a. Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.

   b. Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 508(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.

   c. Did the organization ensure that all support to such organizations was used exclusively for section 170(b)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.

4a. Was any supported organization not organized in the United States "foreign supported organization"? If "Yes" and if you checked 11a or 11b in Part I, answer (b) and (c) below.

   b. Did the organization have ultimate control and disposition in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and disposition despite being controlled or supervised by or in connection with its supported organizations.

   c. Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (27)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to such foreign supported organization was used exclusively for section 170(b)(2)(B) purposes.

5a. Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (a) the names and EIN numbers of the supported organizations added, substituted, or removed; (b) the reasons for each such action; (c) the authority under the organization's governing document authorizing such action; and (d) how the action was accomplished (such as by amendment to the organization's document).

   b. Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's governing document?

   c. Substitutions only. Was the substitution the result of an event beyond the organization's control?

6. Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (a) its supported organizations; (b) individuals that are part of the charitable class benefited by one or more of its supported organizations; or (c) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI.

7. Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in IRC 4958(c)(3)(C)), a family member of a substantial contributor, or a 35 percent controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990).

8. Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990).

9a. Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (27))? If "Yes," provide detail in Part VI.

   b. Did one or more disqualified persons (as defined in line 9(a)) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI.

   c. Did a disqualified person (as defined in line 9(a)) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.

10a. Was the organization subject to the excess business holdings rules of IRC 4943 because of IRC 4943(h) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer (b) below.

   b. Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)
Section B. Type I Supporting Organizations

1. Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If 'No,' describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.

Section C. Type II Supporting Organizations

1. Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organizations? If 'No,' describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).

Section D. Type III Supporting Organizations

1. Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (1) a written notice describing the type and amount of support provided during the prior tax year, (2) a copy of the Form 990 that was most recently filed by the supported organization(s) in the city/town in which the organization's governing documents are kept, (3) a copy of each of the supporting organization(s), or (4) serving on the governing body of a supported organization? If 'No,' explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).

2. By reason of the relationship described in (1), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If 'Yes,' describe in Part VI the role the organization's supported organizations played in this regard.

Section E. Type III Functionally-Integrated Supporting Organizations

1. Check the box next to the method that the organization used to satisfy the integral Part Test during the year (see instructions):
   a. The organization satisfied the Activities Test. Complete line 2 below.
   b. The organization is the parent of each of its supported organizations. Complete line 3 below.
   c. The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see Instructions).

2. Activities Test. Answer (a) and (b) below.
   a. Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If 'Yes,' then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.
   b. Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If 'Yes,' explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in those activities but for the organization's involvement.

3. Parent of Supported Organizations. Answer (a) and (b) below.
   a. Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.
   b. Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If 'Yes,' describe in Part VI the role played by the organization in this regard.
**FAR CONSERVATORY OF THERAPEUTIC AND**

**Schedule A (Form 990 or 990-EZ) 2014 PERFORMING ARTS**

**Part V. Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

Check here if the organization satisfied the integral Part Test as a qualifying trust on Nov. 20, 1970. See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through F.

### Section A - Adjusted Net Income

<table>
<thead>
<tr>
<th></th>
<th>(A) Prior Year</th>
<th>(B) Current Year (optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Net short-term capital gain</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Recoveries of prior-year distributions</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Other gross income (see instructions)</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Add lines 1 through 3</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>Depreciation and depletion</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>Other expenses (see instructions)</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>Adjusted Net Income (subtract lines 5, 6 and 7 from line 4)</td>
<td>8</td>
</tr>
</tbody>
</table>

### Section B - Minimum Asset Amount

<table>
<thead>
<tr>
<th></th>
<th>(A) Prior Year</th>
<th>(B) Current Year (optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or asset held for part of year):</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Average monthly value of securities</td>
<td>1a</td>
</tr>
<tr>
<td>b</td>
<td>Average monthly cash balances</td>
<td>1b</td>
</tr>
<tr>
<td>c</td>
<td>Fair market value of other non-exempt-use assets</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Total (add lines 1a, 1b, and 1c)</td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Discount claimed for blockage or other factors (explain in detail in Part VII)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Acquisition indebtedness applicable to non-exempt-use assets</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Subtract line 2 from line 1d</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Cash deemed held for exempt use (enter 0.125 of line 3 (for prior year, see instructions)</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>Net value of non-exempt-use assets (subtract line 4 from line 3)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Multiply line 5 by 0.25</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Recoveries of prior-year distributions</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>Minimum Asset Amount (add line 7 and line 6)</td>
<td>8</td>
</tr>
</tbody>
</table>

### Section C - Distributable Amount

<table>
<thead>
<tr>
<th></th>
<th>Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Adjusted net income for prior year (from Section A, line 6, Column A)</td>
</tr>
<tr>
<td>2</td>
<td>Enter 95% of line 1</td>
</tr>
<tr>
<td>3</td>
<td>Minimum asset amount for prior year (from Section B, line 8, Column A)</td>
</tr>
<tr>
<td>4</td>
<td>Enter greater of line 2 or line 3</td>
</tr>
<tr>
<td>5</td>
<td>Income tax imposed in prior year</td>
</tr>
<tr>
<td>6</td>
<td>Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary refund (see instructions)</td>
</tr>
</tbody>
</table>

Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).
### Section D - Distributions

<table>
<thead>
<tr>
<th>Amounts paid to supported organizations to accomplish exempt purposes</th>
<th>Current Year</th>
</tr>
</thead>
</table>

| Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity |  |

| Administrative expenses paid to accomplish exempt purposes of supported organizations |  |

| Amounts paid to acquire exempt purposes assets |  |

| Qualified set-aside amounts (prior IRS approval required) |  |

| Other distributions (describe in Part VI). See instructions. |  |

| Total annual distributions, Add lines 1 through 6. |  |

| Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions. |  |

| Distributable amount for 2014 from Section C, line 8 |  |

| Line 8 amount divided by Line 9 amount |  |

### Section E - Distribution Allocations (see instructions)

<table>
<thead>
<tr>
<th>Distributable amount for 2014 from Section C, line 8</th>
<th>(i) Excess Distributions</th>
<th>(ii) Underdistributions Pre-2014</th>
<th>(iii) Distributable Amount for 2014</th>
</tr>
</thead>
</table>

| Underdistributions, if any, for years prior to 2014 (reasonable cause required-see instructions) |  |

| Excess distributions carryover, if any, to 2014: |  |

| a |  |

| b |  |

| c |  |

| d |  |

| e From 2013 |  |

| f Total of lines 3a through e |  |

| g Applied to underdistributions of prior years |  |

| h Applied to 2014 distributable amount |  |

| i Carryover from 2009 not applied (see instructions) |  |

| j Remainder. Subtract lines 3a, 3b, and 3c from 4a. |  |

| 4 |  |

| 4a |  |

| 4b |  |

| 5 Remaining underdistributions for years prior to 2014, if any. Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions). |  |

| 6 Remaining underdistributions for 2014. Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions). |  |

| 7 Excess distributions carryover to 2015. Add lines 3j and 4c. |  |

| 8 Breakdown of line 7: |  |

| a |  |

| b |  |

| c |  |

| d Excess from 2013 |  |

| e Excess from 2014 |  |
**Supplemental Financial Statements**

**Part I**

**Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

<table>
<thead>
<tr>
<th></th>
<th>(a) Donor advised funds</th>
<th>(b) Funds and other accounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Total number at end of year</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Aggregate value of contributions to (during year)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Aggregate value of grants from (during year)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Aggregate value at end of year</td>
<td></td>
</tr>
</tbody>
</table>

5. Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization’s exclusive legal control?  
   - Yes  
   - No

6. Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose containing the immeasurable private benefit?  
   - Yes  
   - No

**Part II**

**Conservation Easements.** Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

1. Purpose(s) of conservation easements held by the organization (check all that apply).
   - Preservation of land for public use (e.g., recreation or education)
   - Preservation of a naturally significant land area
   - Preservation of a certified historic structure

2. Complete lines 2a through 2d if the organization held a qualified conservation easement in the form of a conservation easement on the last day of the tax year.
   - Held at the End of the Tax Year

3. Number of conservation easements held by the organization during the tax year.

4. Number of states where property subject to conservation easement is located.

5. Does the organization have a written policy with respect to the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?  
   - Yes  
   - No

6. Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year.

7. Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year.

8. Does each conservation easement reported on line 2(c) above satisfy the requirements of section 170(h)(4)(B) and section 170(h)(4)(B)?  
   - Yes  
   - No

9. In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

**Part III**

**Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.**  
Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

1a. If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue and expense statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

1b. If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue and expense statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:
   - Revenue included in Form 990, Part VIII, line 1
   - Assets included in Form 990, Part X

2. If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:
   - Revenue included in Form 990, Part VIII, line 1
   - Assets included in Form 990, Part X
Part III: Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3. Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items.

- [ ] Public exhibition
- [ ] Scholarly research
- [ ] Preservation for future generations
- [ ] Loan or exchange programs
- [ ] Other ____________________________

4. Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XII.

5. During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?

- [ ] Yes
- [ ] No

Part IV: Escrow and Custodial Arrangements. Complete if the organization answered "Yes" to Form 990, Part IV, line 6, or reported an amount on Form 990, Part X, line 21.

1a. Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?

- [ ] Yes
- [ ] No

b. If "Yes," explain the arrangement in Part XII and complete the following table:

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(c)</td>
</tr>
<tr>
<td>(f)</td>
</tr>
</tbody>
</table>

2a. Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?

- [ ] Yes
- [ ] No

b. If "Yes," explain the arrangement in Part XII. Check here if the explanation has been provided in Part XII.

Part V: Endowment Funds. Complete if the organization answered "Yes" to Form 990, Part IV, line 10.

1a. Beginning of year balance

<table>
<thead>
<tr>
<th>(a) Current year</th>
<th>(b) Prior year</th>
<th>(c) Two years back</th>
<th>(d) Three years back</th>
<th>(e) Four years back</th>
</tr>
</thead>
<tbody>
<tr>
<td>25,070</td>
<td>25,070</td>
<td>25,070</td>
<td>25,070</td>
<td>25,070</td>
</tr>
</tbody>
</table>

b. Contributions

c. Net investment earnings, gains, and losses

<table>
<thead>
<tr>
<th>(c)</th>
<th>(d)</th>
<th>(e)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,683</td>
<td>2,016</td>
<td>1,668</td>
</tr>
</tbody>
</table>

b. End of year balance

<table>
<thead>
<tr>
<th>(f)</th>
</tr>
</thead>
<tbody>
<tr>
<td>25,070</td>
</tr>
</tbody>
</table>

2. Provide the estimated percentage distribution of year-end balances (line 1) in columns (b) through (e) held as:

- [ ] Board designated or quasi-endowment
- [ ] Permanent endowment: 100.00
- [ ] Temporarily restricted endowment: 35%

The percentages in lines 2a, 2b, and 2c should total 100%.

3a. Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

(i) unrelated organizations

(ii) related organizations

- [ ] Yes
- [ ] No

b. If "Yes" to 3a(i), are the related organizations listed as required on Schedule R?

- [ ] Yes
- [ ] No

4. Describe in Part XII the intended uses of the organization's endowment funds.

Part VI: Land, Buildings, and Equipment.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

<table>
<thead>
<tr>
<th>Description of property</th>
<th>(a) Cost or other basis (investment)</th>
<th>(b) Cost or other basis (other)</th>
<th>(c) Accumulated depreciation</th>
<th>(d) Book value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a. Land</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1b. Buildings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1c. Landhold improvements</td>
<td>8,858</td>
<td>3,355</td>
<td>5,503</td>
<td></td>
</tr>
<tr>
<td>1d. Equipment</td>
<td>23,526</td>
<td>10,510</td>
<td>13,016</td>
<td></td>
</tr>
<tr>
<td>1e. Other</td>
<td>21,279</td>
<td>21,279</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>18,519</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Schedule D [Form 990] 2014
### Part VII: Investments - Other Securities

<table>
<thead>
<tr>
<th>(a) Description of security or category (including name of security)</th>
<th>(b) Book value</th>
<th>(c) Method of valuation: Cost or end-of-year market value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial derivatives</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crossly-held equity interests</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total, (Col. (b) must equal Form 990, Part X, col. (b) line 12)

### Part VIII: Investments - Program Related

Complete if the organization answered "Yes" to Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

<table>
<thead>
<tr>
<th>(a) Description of investment</th>
<th>(b) Book value</th>
<th>(c) Method of valuation: Cost or end-of-year market value</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(7)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(8)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(9)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total, (Col. (b) must equal Form 990, Part X, col. (b) line 12)

### Part IX: Other Assets

Complete if the organization answered "Yes" to Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

<table>
<thead>
<tr>
<th>(a) Description</th>
<th>(b) Book value</th>
</tr>
</thead>
<tbody>
<tr>
<td>BENEFICIAL INTEREST IN ASSET HELD BY OTHERS</td>
<td>26, 747</td>
</tr>
</tbody>
</table>

Total, (Column (b) must equal Form 990, Part X, col. (b) line 15)

### Part X: Other Liabilities

Complete if the organization answered "Yes" to Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 26.

1.  | (a) Description of liability | (b) Book value |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Federal income taxes</td>
<td></td>
</tr>
<tr>
<td>(2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(7)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(8)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total, (Column (b) must equal Form 990, Part X, col. (b) line 25)

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII [x].

Schedule D (Form 990) 2014

09171006 734693 FC38-1689200 2014.04030 FAR CONSERVATORY OF THERAPE FC38-161
**Part XI: Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

1. Total revenue, gains, and other support per audited financial statements
2. Amounts included on line 1 but not on Form 990, Part VIII, line 12:
   a. Net unrealized gains (losses) on investments
   b. Donated services and use of facilities
   c. Recoveries of prior year grants
   d. Other (Describe in Part XII)
3. Subtract line 2e from line 1
4. Amounts included on Form 990, Part VIII, line 12, but not on line 1:
   a. Investment expenses not included on Form 990, Part VIII, line 7b
   b. Other (Describe in Part XII)
5. Total revenue. Add lines 3 and 4. (This must equal Form 990, Part I, line 12)

**Part XII: Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**

1. Total expenses and losses per audited financial statements
2. Amounts included on line 1 but not on Form 990, Part IX, line 25:
   a. Donated services and use of facilities
   b. Prior year adjustments
   c. Other losses
   d. Other (Describe in Part XII)
3. Subtract line 2e from line 1
4. Amounts included on Form 990, Part IX, line 25, but not on line 1:
   a. Investment expenses not included on Form 990, Part VIII, line 7b
   b. Other (Describe in Part XII)
5. Total expenses. Add lines 3 and 4. (This must equal Form 990, Part I, line 16)

**Part XIII: Supplemental Information.**

Provide the descriptions required for Part I, lines 4, 5, and 9; Part II, lines 1a and 1b; Part IV, line 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4d. Also complete Item 1.b to provide any additional information.

**PART V, LINE 4:**

**ENDOWMENT FUNDS ARE INTENDED, PER DONOR RESTRICTIONS, TO PROVIDE FUNDING FOR THE ORGANIZATION.**

**PART X, LINE 2:**

### Fundraising Activities

1. Indicates whether the organization raised funds through any of the following activities. Check all that apply.
   - a. Mail solicitations
   - b. Internet and email solicitations
   - c. Phone solicitations
   - d. In-person solicitations
   - e. Solicitation of non-government grants
   - f. Solicitation of government grants
   - g. Special fundraising events

2. Did the organization have a written or oral agreement with any individual (including officers, directors, trustees or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services?  
   - Yes  
   - No

3. If "Yes," list the ten highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

<table>
<thead>
<tr>
<th>(i) Name and address of individual or entity (fundraiser)</th>
<th>(ii) Activity</th>
<th>(iii) Did fundraiser have duties or control of contribution(s)?</th>
<th>(iv) Gross receipts from activity</th>
<th>(v) Amount paid to or retained by fundraiser listed in col. (i)</th>
<th>(vi) Amount paid to or retained by organization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**

3. List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

---

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### Fundraising Events

Complete if the organization answered “Yes” to Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 8b. List events with gross receipts greater than $5,000.

<table>
<thead>
<tr>
<th>Event</th>
<th>FAR FRIENDS AND FA LA LAKIDS</th>
<th>SING OUT 4</th>
<th>(event type)</th>
<th>(event type)</th>
<th>(total number)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Gross receipts</td>
<td>72,229</td>
<td>37,315</td>
<td>41,746</td>
<td>151,290</td>
<td></td>
</tr>
<tr>
<td>2 Loss Contributions</td>
<td>72,229</td>
<td>26,270</td>
<td>32,124</td>
<td>130,623</td>
<td></td>
</tr>
<tr>
<td>3 Gross income (line 1 minus line 2)</td>
<td>11,045</td>
<td>9,622</td>
<td>20,667</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Cash prizes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Noncash prizes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Rent/facility costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 Food and beverages</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 Entertainment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9 Other direct expenses</td>
<td>13,190</td>
<td>8,027</td>
<td>5,892</td>
<td>37,109</td>
<td></td>
</tr>
<tr>
<td>10 Direct expense summary Add lines 4 through 9 in column (d)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11 Net income summary Subtract line 10 from line 3, column (c)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Parity Gaming

Complete if the organization answered “Yes” to Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 8c.

<table>
<thead>
<tr>
<th>Revenue</th>
<th>(a) Bingo</th>
<th>(b) Pull tabs/Instant progressive bingo</th>
<th>(c) Other gaming</th>
<th>(d) Total gaming (add col. (a) through col. (c))</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Gross revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Cash prizes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Noncash prizes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Rent/facility costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Other direct expenses</td>
<td>Yes</td>
<td>%</td>
<td>Yes</td>
<td>%</td>
</tr>
<tr>
<td>6 Volunteer labor</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>7 Direct expense summary Add lines 2 through 5 in column (d)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 Net gaming income summary Subtract line 7 from line 1, column (d)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9 Enter the state(s) in which the organization conducts gaming activities:

a. Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b. If "No," explain:

10a. Were any of the organization's gaming licenses revoked, suspended or terminated during the tax year? ☐ Yes ☐ No

b. If "Yes," explain:
11 Does the organization conduct gaming activities with nonmembers? □ Yes □ No

12 Is the organization a grantor, beneficiary or trustee of a trust or a member of a partnership or other entity formed to administer charitable gaming? □ Yes □ No

13 Indicate the percentage of gaming activity conducted in:
   a) The organization’s facility
   b) An outside facility
      □ 13a □ 13b % %

14 Enter the name and address of the person who prepares the organization’s gaming/special events books and records:
   Name □
   Address □

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? □ Yes □ No
   b) If “Yes,” enter the amount of gaming revenue received by the organization □ $ □ and the amount of gaming revenue retained by the third party □ $ □
   c) If “Yes,” enter name and address of the third party:
      Name □
      Address □

16 Gaming manager information:
   Name □
   Gaming manager compensation □
   Description of services provided □

   □ Director/officer □ Employee □ Independent contractor

17 Mandatory distributions:
   a) Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? □ Yes □ No
   b) Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization’s own exempt activities during the tax year □ $ □

Part IV: Supplemental Information. Provide the explanations required by Part I, line 2b, columns (i) and (ii), and Part III, line 9, 9b, 10b, 15b, 16c, 16d, and 17b, as applicable. Also provide any additional information (see instructions).
**Noncash Contributions**

<table>
<thead>
<tr>
<th>Part I: Types of Property</th>
<th>(a) Check if applicable</th>
<th>(b) Number of contributions or items contributed</th>
<th>(c) Noncash contribution amounts reported on Form 990, Part V:1, line 14</th>
<th>(d) Method of determining noncash contribution amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Art - Works of art</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Art - Historical treasures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Art - Fractional interests</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Books and publications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Clothing and household goods</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Cars and other vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 Boats and planes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 Intellectual property</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9 Securities - Publicly traded</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 Securities - Closely held stock</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11 Securities - Partnership, LLC, or trust interests</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 Securities - Miscellaneous</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13 Qualified conservation contribution - Historic structures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14 Qualified conservation contribution - Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 Real estate - Residential</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 Real estate - Commercial</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17 Real estate - Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18 Collectibles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19 Food inventory</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 Drugs and medical supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21 Taxonomy</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22 Historical artifacts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23 Scientific specimens</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24 Archeological artifacts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25 Other (PROGRAM MATER)</td>
<td>(X)</td>
<td>14</td>
<td>16,470, FAIR VALUE</td>
<td></td>
</tr>
<tr>
<td>26 Other (FUNDRAISING S)</td>
<td>(X)</td>
<td>8</td>
<td>3,106, FAIR VALUE</td>
<td></td>
</tr>
<tr>
<td>27 Other ( )</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28 Other ( )</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donor Acknowledgement: **28**

30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which is not required to be used for exempt purposes for the entire holding period? [ ] Yes [X] No

31a Does the organization have a gift acceptance policy that requires the review of any non-standard contributions? [X] Yes [ ] No

32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions? [X] Yes [ ] No

33a If "Yes," describe in Part II.

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.
Supplemental Information. Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.
FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

THROUGH THERAPEUTIC OPPORTUNITIES IN THE ARTS, RECREATION AND LEISURE
THAT ENRICH ITS STUDENTS, THEIR FAMILIES AND THE GREATER COMMUNITY.

FORM 990, PART VI, SECTION B, LINE 11:

FORM 990 IS REVIEWED AND APPROVED FOR FILING BY THE PRESIDENT AND THE BOARD
TREASURER. THE FORM 990 IS MADE AVAILABLE TO THE ENTIRE BOARD OF DIRECTORS
FOR REVIEW.

FORM 990, PART VI, SECTION B, LINE 12C:

OFFICERS, DIRECTORS, AND EMPLOYEES ARE REQUIRED TO DISCLOSE INTERESTS THAT
COULD GIVE RISE TO CONFLICTS. THE BOARD REVIEWS, MONITORS, AND ENFORCES
THE CONFLICT OF INTEREST POLICY.

FORM 990, PART VI, SECTION C, LINE 15:

COMPENSATION AMOUNTS ARE BENCHMARKED TO SIMILAR NOT-FOR-PROFIT
ORGANIZATIONS AND ARE IN ALIGNMENT WITH THE ORGANIZATION'S ANNUAL BUDGET.

FORM 990, PART VI, SECTION C, LINE 18:

ALL DOCUMENTS ARE MADE AVAILABLE TO THE PUBLIC UPON REQUEST.

FORM 990, PART VI, SECTION C, LINE 19:

ALL DOCUMENTS ARE MADE AVAILABLE TO THE PUBLIC UPON REQUEST.

FORM 990, PART IX, LINE 22 - DEPRECIATION DB MINIMIS SAFE HARBOR ELECTION
FAR CONSERVATORY OF THERAPEUTIC AND PERFORMING ARTS IS MAKING THE DE MINIMIS SAFE HARBOR ELECTION UNDER REG. SEC. SECTION 1.263(A) - 1(F)

FORM 990, PART XII, LINE 2C:

THE ORGANIZATION HAS AN AUDIT COMMITTEE THAT REVIEWS AND OVERSEES THE AUDIT PROCESS.
IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2014, or tax year beginning JUL 1, 2014, and ending JUN 30, 2015

Do not send to the IRS. Keep for your records.

Information about Form 8879-EO and its instructions is at www.irs.gov/form8879.

Name of exempt organization
FAR CONSERVATORY OF THERAPEUTIC AND PERFORMING ARTS

Name and title of officer
PAMELA AYRES
PRESIDENT

Part I - Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter 0). But, if you entered 0 on the return, then enter 0 on the applicable line below. Do not complete more than 1 line in Part I.

1a Form 990 check here □ ☒ b) Total revenue, if any (Form 990, Part VIII, column (A), line 12) 1b 866,235
2a Form 990-EZ check here □ ☒ b) Total revenue, if any (Form 990-EZ, line 9) 2b
3a Form 1120-POL check here □ ☒ b) Total tax (Form 1120-POL, line 22) 3b
4a Form 990-PF check here □ ☒ b) Tax based on investment income (Form 990-PF, Part VI, line 6) 4b
5a Form 8863 check here □ ☒ b) Balance Due (Form 8863, Part I, line 3c or Part II, line 9c) 5b

Part II - Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2014 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on a copy of the organization's tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated financial agent or ERO to make a deposit (direct debit) entry to the financial institution account indicated on the tax preparation form for payment of the organization's federal taxes owed on this return, and the financial institution to debit the EFIN to this account. For tax refund payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4837 no later than 2 business days prior to the payment deadline date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive the information necessary to honor the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic fund transfers.

Officer's PIN: check one box only

☒ I authorize COLLINS, BURLS & McKEY, LLP to enter my PIN 89200 Enter five numbers, but do not enter all zeros

as my signature on the organization's tax year 2014 electronically filed return. If I have indicated within this return that a copy of the return is being filed for a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2014 electronically filed return. If I have indicated within this return that a copy of the return is being filed for a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ☒ Copy Date ☒

Part III - Certification and Authentication

ERo's EFN/PIN. Enter your eight-digit electronic filing identification number (EFN) followed by your five-digit self-selected PIN.

38727742685 do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2014 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERo's signature ☒ Copy Date ☒

ERO Must Retain This Form - See Instructions
Do Not Submit This Form To The IRS Unless Requested To Do So

LHA
42392-1
09-26-14

09171096 734693 FC38-1689200 2014.04030 FAR CONSERVATORY OF THERAPE FC38-161
BYLAWS
OF
THE FAR CONSERVATORY
OF THERAPEUTIC AND PERFORMING ARTS

Adopted: November 5, 2008
Amended: June 9, 2010
Proposed: May 9, 2012
Amended: June 13, 2012
Proposed: March 30, 2013
Amended: April 10, 2013
Proposed and Amended: June 11, 2014
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OF
THE FAR CONSERVATORY
OF THERAPEUTIC AND PERFORMING ARTS

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Adopted: November 5, 2008
Amended: June 9, 2010
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Proposed and Amended: June 11, 2014
BYLAWS
OF
THE FAR CONSERVATORY
OF THERAPEUTIC AND PERFORMING ARTS

Article I. NAME

The name of the corporation is:
The FAR Conservatory of Therapeutic and Performing Arts ("FAR").

Article II. PURPOSES

Section 1. The purposes of FAR are as follows:

a. To provide education, creative arts therapy, and recreational services for children and adults with mental, physical and/or emotional impairments and other developmental challenges.

b. To encourage research and therapeutic programs in the arts for children and adults with mental, physical and/or emotional impairments and other developmental challenges.

c. To promote a better public understanding of the abilities and potential of persons with mental, physical and/or emotional impairments and other developmental challenges.

d. To solicit and receive funds for the achievement of the above purposes.

Section 2. FAR is a non-profit corporation and is non-sectarian. No one shall be remunerated for service as an Officer or Director. The Conflict of Interest Policy of FAR shall apply to all Directors.

Section 3. FAR shall be non-political, shall not support or oppose any political party or candidate for public office, and shall take no position on matters of governmental policy other than those relevant to its purpose.

Adopted: November 5, 2008
Amended: June 9, 2010
Proposed: May 9, 2012
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Article III. ADDRESS

The official address of the registered office of FAR shall be:
1669 West Maple Road,
Birmingham, Michigan 48009.

Article IV. BOARD OF DIRECTORS

Section 1. The Board of Directors of FAR (the “Board”) shall consist of no fewer than twelve (12) and no more than twenty-five (25) voting members who have a desire to support FAR. At least two (2) members of the Board shall be parents or guardians of persons with special needs, with the intended goal that twenty-five percent (25%) of the Board be made up of parents or guardians of persons with special needs. The Immediate Past Chairperson of FAR, if still active in the activities of FAR, shall be a voting member of the Board. All other Past Chairpersons who are still active in the activities of FAR shall be non-voting members of the Board.

Section 2. The Board shall have all lawful authority necessary for the conduct of the business of FAR and to carry out its stated purposes.

Section 3. No Board member shall be paid for any service rendered to FAR. No paid employee of FAR shall hold any elective office with FAR.

Section 4. The Board shall hold at least six (6) meetings during the fiscal year, including the annual meeting during the month of June. A special meeting may be called by the Chairperson or by written request from three (3) Board members to the Secretary, at any time on not less than 24 hours’ notice. At the discretion of the Chairperson a meeting may be cancelled for cause.

Notice or changes of meetings may be given personally, by electronic transmission, or by mail.

Under special circumstances, at the discretion of the Chairperson, a member of the Board or of a committee may participate in a meeting of the Board or committee by means of telephone, videoconference or other means of remote communication through which all persons participating can communicate with each other. Participation in a meeting of the Board or committee by such means constitutes attendance at the meeting.
Section 5. The Governance Committee shall develop a Board Development and Policy Statement which shall be approved by the Board. As set forth in the Board Development and Policy Statement, the Board may declare vacant the office of any officer or member of the Board who shall be absent from three (3) consecutive meetings of the Board and/or Executive Committee. Actions taken by the Board shall be recorded in the minutes of the meeting and the President shall advise in writing those affected by the Board’s decisions.

Section 6. A quorum shall be a majority of the voting Directors. Except for amendments to the Bylaws, the affirmative vote of a majority in attendance shall be required for the approval of any action. At the discretion of the Chairperson, electronic voting shall be permitted for approval of an action outside of a regularly scheduled Board meeting.

Section 7. The management of FAR shall be vested in the Board. The Board’s powers and duties are as follows:

a. It shall not create any indebtedness beyond the income of FAR nor disburse funds for purposes not essential to the objectives and interests of FAR.

b. It shall govern FAR except where otherwise specifically provided.

c. It may overrule or modify the action of any Officer or committee of FAR.

d. It shall have the books of account audited at least annually by independent auditors whom it shall select.

e. It shall invest or direct the investment of FAR’s funds.

f. It shall have the sole authority to bind FAR to any lease, contract or other obligation. It may grant to specific Officers the limited authority to bind FAR in specific circumstances.

g. The Board shall select, employ, and establish the duties of an President. The Board shall prepare and maintain a succession plan for the President.

h. It shall be empowered to employ such professional personnel as required to administer the affairs of FAR.

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Adopted: November 5, 2008
Amended: June 9, 2010
Proposed: May 9, 2012
Amended: June 13, 2012
Proposed: March 30, 2013
Amended: April 10, 2013
Proposed and Amended: June 11, 2014
Article V. NOMINATIONS AND ELECTIONS

Section 1. Prior to January 31 of each year, the Chairperson shall appoint the head of the Board Membership and Development Workgroup subject to approval by the Board.

Section 2. Past Chairpersons of FAR may serve at their request as ex-officio members of the Board Membership and Development Workgroup.

Section 3. The Board Membership and Development Workgroup shall select a list of one or more candidates for each Director and Officer vacancy on the Board. If the Board Membership and Development Workgroup nominates candidates for more than one vice chairperson position, the slate shall delineate each position by assigning a number, such as 1st Vice Chairperson, 2nd Vice Chairperson, and so on. The list of candidates shall be presented to the Board at least two (2) weeks before the annual meeting.

Section 4. The Board shall elect the Officers and Directors of the Board at the annual meeting. The list of candidates shall be read to the Board by the Chairperson or by a member of the Board Membership and Development Workgroup designated by the Chairperson.

Article VI. OFFICERS

Section 1. The Officers of FAR shall consist of a Chairperson, one or more Vice Chairpersons, a Secretary, a Treasurer, and a President. Except for the President, all Officers of FAR must be Directors of FAR.

Section 2. Any Officer elected or appointed by the Board may be removed by the Board when, in the Board’s judgment, the best interest of FAR would be served thereby. Removal requires a simple majority vote of all Board members, either present or by proxy.

Section 3. The Chairperson shall preside at the meetings of the Executive Committee and the Board. The Chairperson shall be the chief executive and shall have

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Proposed and Amended: June 11, 2014
general supervision and direction over the affairs of FAR, with the advice and
counsel of the Executive Committee and subject to the authority of the Board.

The Chairperson shall, with the advice and counsel of the Executive
Committee, appoint the Chairpersons of all standing and special committees
except the Finance and Audit Workgroup (see Article VI, Section 6).

The Chairperson shall be an ex-officio member of all committees. The
Chairperson shall exercise general supervision over the work of all
committees and the other Officers in order to assure that the objectives of
FAR are executed in the best possible manner.

The Chairperson shall have such powers and perform such other duties as
prescribed in these Bylaws and shall have, in general, the powers and duties
usually associated with the office of Chairperson.

The Chairperson shall submit a progress report at the annual meeting of FAR.

In the event of a question arising as to the meaning of any portion of these
Bylaws, the Chairperson, with the advice and consent of the Governance
Committee, shall have the power to interpret the Bylaws. The Chairperson’s
decision shall be final unless overruled by a simple majority of the Board at
the meeting following the date of the Chairperson’s decision. The Chairperson
shall then instruct the Governance Committee to prepare a clarifying
amendment to be presented at the next annual meeting.

Section 4. The **Vice Chairpersons** shall, in order of delineation, succeed the
Chairperson in case of a vacancy in that office or shall perform the duties of
the Chairperson if the Chairperson is absent or unable to perform the duties of
the office. Vice Chairpersons shall perform other duties as may be assigned by
the Chairperson.

Section 5. The **Secretary** or alternate approved by the Board shall keep an accurate
record of the business transacted at meetings of the Board and its Executive
Committee. The Secretary or approved alternate shall be notified of all
meetings to be held by the Board or the Executive Committee.

Corrections to minutes shall be made and recorded at the following meeting.
The Secretary shall submit the minutes to FAR as soon as possible after a
meeting is held.

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Adopted: November 5, 2008
Amended: June 9, 2010
Proposed: May 9, 2012
Amended: June 13, 2012
Proposed: March 30, 2013
Amended: April 10, 2013
Proposed and Amended: June 11, 2014
In the event the Chairperson or a Vice Chairperson are unable to serve as Chairperson, the Secretary shall call a special meeting of the Board to convene within twenty (20) days for the purpose of electing a Chairperson who shall serve the unexpired term. During the period elapsing between the notice and the election by the Board, the Secretary shall serve as Chairperson pro tem.

The Secretary shall perform such other duties as may be assigned by the Chairperson or by the Board.

Section 6. The Treasurer shall receive reports of all revenues, assessments, expenses and bills. All checks drawn on FAR shall be signed by the Treasurer and/or any other person as authorized and designated by the Board.

The Treasurer shall be the Chairperson of the Finance and Audit Workgroup and will be responsible for the accurate completion of budgets and reports as developed by the Finance and Audit Workgroup and approved by the Board. The Treasurer will report the performance of FAR against the budget and recommend corrective action if necessary.

The Treasurer shall render a complete financial report at the annual meeting.

If required by the Board, the Treasurer shall be bonded in an amount as the Board shall determine. The cost of the bond shall be reimbursed by FAR.

The Treasurer shall perform such other duties as may be assigned by the Chairperson or by the Board.

Article VII. TERMS OF OFFICE

Section 1. The Board shall select its members ("Directors") per Article V.

a. Directors shall serve for a term of two (2) years.

b. Terms of office shall begin July 1 and end June 30.

c. Except for Past Chairpersons, no person may serve more than three (3) consecutive terms as Director, unless that person is elected to an office for a term beyond the last of the three consecutive terms.
d. If a Director has been elected as an Officer of FAR for a term beyond the last of the three consecutive terms, the individual may remain a Director until the individual is no longer an Officer.

e. A Director may resign from the Board by notifying the Chairperson of the intent to resign and the desired date of that resignation.

f. In the event of a Board vacancy, the Board may, at a regular Board meeting, select a successor to complete the unexpired term of a Director. If a person is elected to fill an unexpired term, the unexpired term shall not be counted as a term for determining the three-term limit.

g. If a Director has completed their maximum number of consecutive terms; that Director must wait, or serve on the Advisory Board, or serve as a non-Director on a Committee of the Board for at least one year before they may be nominated to become a new Director or to fill an unexpired term of another Director.

Section 2. The Officers of FAR shall be elected by the Board (Article V).

a. The Officers of FAR shall serve as Officers for a term of two (2) years.

b. Terms in office shall begin July 1 and end June 30.

c. In the event of an Officer vacancy, the Board shall, at a regular Board meeting, select a successor to complete the unexpired term of that Officer. Mid-term replacement Officers shall serve the remainder of the unexpired term of the officer that they replaced.

Section 3. Terms of office for any or all Directors may be adjusted by the Board as it deems necessary in order to maintain the required number of Directors, consistent with Section 1 of Article IV.

Article VIII. COMMITTEES

Section 1. The standing committees and workgroups are:

a. Executive Committee

b. Governance Committee
   i. Finance and Audit Workgroup

Adopted: November 5, 2008
Amended: June 9, 2010
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ii. Policy and Procedures Workgroup
iii. Board Membership and Development Workgroup

c. Community Relations Committee
d. Operations Committee

and other workgroups at the discretion of the Chairperson.

Section 2. The Chairperson may appoint ad hoc committees or workgroups.

Section 3. Except for the Finance and Audit Workgroup (Article VI, Section 6), the Chairperson, with the advice and counsel of the Executive Committee, shall appoint the Chairperson of each standing committee and may also appoint the head of each workgroup. Committees may consist of Directors and other persons interested in FAR. The Chairperson of each standing committee shall be a Director of FAR.

Section 4. Each member of the Board shall volunteer to serve on at least one (1) committee. The Chairperson shall be an ex-officio member of each committee. Committees shall act by majority vote.

Section 5. No employee of FAR may serve as Chairperson of a committee; however, an employee of FAR may be a member of a committee.

Article IX. EXECUTIVE COMMITTEE

Section 1. The Executive Committee shall consist of all the elected Officers of FAR and the Immediate Past Chairperson.

Section 2. Meetings of the Executive Committee shall be held on the call of the Chairperson.

Section 3. All decisions and actions of the Executive Committee shall be reported to the Board at its next regular meeting and shall be subject to action by the Board.

Section 4. At least three (3) members of the Executive Committee shall be present to constitute a quorum for purposes of an Executive Committee meeting.

Section 5. The Executive Committee may meet between meetings of the Board at such other times as the Executive Committee may find necessary to properly

Adopted: November 5, 2008
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transact the business of FAR. Members of the Executive Committee shall be
notified at least one week in advance for regular meetings. In emergencies,
special meetings may be called with shorter notice provided a quorum is
obtained.

Section 6. In the event of a vacancy on the Executive Committee, other than
Chairperson, the Board shall elect a successor from the existing members of
the Board.

Section 7. The Executive Committee shall conduct an annual review of the performance
of the President, define the salary of the President, and report the results of
each to the Annual Meeting of the Board. The President shall not participate
as a member of the Executive Committee during such actions by the
Executive Committee.

Article X. ADVISORY BOARD

The Board may establish an Advisory Board composed of professional people, public
officials and others whose counsel and potential service contributions may be helpful to the
objectives of FAR. Advisory Board members may attend Board Meetings. Advisory Board
members may address the Board, but may not vote.

Article XI. PRESIDENT

Section 1. The President shall be the administrative head of FAR, serving at all times
under the direction of the Board through the Chairperson. The President shall
be responsible for carrying out the policies of FAR.

Section 2. The President shall be authorized, subject to approval by the Board, to
employ, terminate and fix the duties and recommend salaries of, the other
employees of FAR.

Section 3. The President is entitled to approve expenditures up to a maximum of $5,000.
All other expenditures shall be approved by the Board.

Section 4. The President is an at-will employee of FAR, governed by the policies
detailed in The FAR Conservatory of Therapeutic and Performing Arts
Employee Handbook.

Adopted: November 5, 2008
Amended: June 9, 2010
Proposed: May 9, 2012
Amended: June 13, 2012
Proposed: March 30, 2013
Amended: April 10, 2013
Proposed and Amended: June 11, 2014
**Article XII. INDEMNIFICATION**

Section 1. FAR shall indemnify and hold harmless each Director of FAR now or hereafter serving on the Board or on behalf of FAR, and the Director's heirs, executors and administrators, against all costs, expenses and liabilities (including, but not limited to, court costs, counsel fees and the amount of judgments, fines and penalties against, or amounts paid in reasonable settlement by, any such Director) reasonably incurred by that Director in connection with or arising out of the following:

a. Any action, suit or proceeding in which the Director may be involved, other than a proceeding by or in the right of FAR, by reason of being or having been a Director of FAR (whether or not such person continues to be a Director at the time of incurring such costs, expenses or liabilities), if (i) such Director in good faith and in a manner which the individual reasonably believed to be in or not opposed to the best interest of FAR and (ii) with respect to any criminal proceeding, such Director had no reasonable cause to believe their conduct was unlawful; or

b. Any proceeding by or in the right of FAR to procure a judgment in its favor against such Director by reason of being or having been a Director if the Director is found to have acted in good faith and in a manner which the Director reasonably believed to be in or not opposed to the best interest of FAR.

Section 2. FAR shall not indemnify any Director in the following instances:

a. With respect to matters as to which such Director shall be finally adjudged in any action, suit or proceeding to have been liable for a willful, wanton or grossly negligent act of commission or omission, in the performance of their duties as a Director; or

b. In the event that a settlement or compromise of any such claim, action, suit or proceeding is effected, unless (i) the Board shall have been furnished with an opinion of counsel for FAR to the effect that such settlement or compromise is in the best interest of FAR, and that there is no reasonable ground of liability for willful, wanton or gross negligence in the performance of the duties entrusted to such Director on the part of such Director, and (ii) the Board shall have adopted a resolution approving the terms of such settlement or compromise, and (iii) such settlement or compromise shall be approved by the court having jurisdiction over such

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Proposed and Amended: June 11, 2014
claim, action, suit or proceeding, with knowledge of the indemnification provided for hereby.

Section 3. Notwithstanding the above, and in addition to the indemnities provided by law, no Director shall be personally liable to FAR for damages for any breach of any duty owed to FAR, except a breach of duty based upon an act or omission (i) in breach of such person’s duty of loyalty to FAR, (ii) not in good faith or involving a knowing violation of the law, or (iii) resulting in receipt by such person of an improper personal benefit.

Article XIII. AMENDMENTS

A motion to amend, alter, repeal or enact a new Bylaw may be introduced, considered and discussed at any meeting of the Board, provided that at least ten (10) days prior to such meeting a written statement of the substance of such motion and the time, place and day of the meeting when the motion will be introduced has been distributed to every member of the Board. A two-thirds (2/3) vote of the entire Board shall be required to carry said motion.

Article XIV. PARLIAMENTARY PROCEDURE

Unless modified by the Bylaws, FAR shall conduct its meetings in accordance with the latest revision of Roberts Rules of Order.

Article XV. FISCAL YEAR

The fiscal year shall begin July 1 and end June 30.

Article XVI. DISSOLUTION

In the event FAR is dissolved as a corporation within the State of Michigan and ceases to exist for the stated purposes, a certificate of dissolution shall be filed with the Secretary of State according to the statutes of the State of Michigan for the dissolving of the non-profit corporation, and all property and assets shall revert to an agency, selected by the Board, serving persons with mental, developmental, physical and/or emotional impairments and other developmental challenges, which has been granted exemption from federal income tax under the provisions of Section 501(c)(3) of the Internal Revenue Code.

Adopted: November 5, 2008
Amended: June 9, 2010
Proposed: May 9, 2012
Amended: June 13, 2012
Proposed: March 30, 2013
Amended: April 10, 2013
Proposed and Amended: June 11, 2014
Article XVII. AMENDED AND RESTATED BYLAWS ADOPTION

These Bylaws were adopted as restated November 5, 2008.

Amended: June 9, 2010
Amended: June 13, 2012
Amended: April 10, 2013
Amended: June 11, 2014
(Non-Profit)
ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose
of forming a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1921,
as amended, as follows:

ARTICLE I.

The name of the corporation is FRIENDS AND RELATIVES OF SOUTH OAKLAND HANDICAPPED
INC.

(Please type or print corporate name)

ARTICLE II.

The purpose or purposes for which the corporation is formed are as follows:

To promote the real interest of all handicapped persons living in South Oakland County, and through every reasonable means, to assist all honorable and friendly societies, groups, individuals and organizations of South Oakland County vitally interested in the problems of the handicapped, to improve the conditions of such handicapped; and to assist in the establishment of educational and corrective facilities for these people.

ARTICLE III.

Location of the registered office is:

10704 Vernon, Huntington Woods

Oakland, Michigan

Post-office address of registered office is:

10704 Vernon, Huntington Woods

No, and Street or P. O. Box

CITY (ZIP) (State)

ARTICLE IV.

The name of the first resident agent is Mrs. R. F. Charles
ARTICLE V.

Said corporation is organized upon a Non-stock (stock share or non stock) basis.

The total number of shares of stock which the corporation shall have authority to issue is:

Prepared by:

A statement of all or any of the designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereon is as follows:

The minimum amount of capital with which the corporation will commence business is:

(b)

The amount of assets which said corporation possesses is:

*Real property: none

*Personal property: Cash $12,00

*(Give description and value)

Said corporation is to be financed under the following general plan: Annual dues

ARTICLE VI.

The names and places of residence, or business, of each of the incorporators and (if a corporation organized upon a stock share basis) the number of shares of stock subscribed for by each are as follows:

(At least three required)

(If type or print following information if possible)

<table>
<thead>
<tr>
<th>NAMES</th>
<th>RESIDENCE OR BUSINESS ADDRESS</th>
<th>NUMBER OF SHARES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walter H. Kuhn</td>
<td>9637 Littlefield</td>
<td></td>
</tr>
<tr>
<td>John P. Thompson</td>
<td>15746 Kirkshire</td>
<td></td>
</tr>
<tr>
<td>Lloyd E. Hassenger</td>
<td>556 E. Baker Ave.</td>
<td></td>
</tr>
<tr>
<td>A. J. Busch</td>
<td>74 Cobble</td>
<td></td>
</tr>
</tbody>
</table>

Detroit, 27, Michigan
Birmingham, Michigan
Clawson, Michigan
Pleasant Ridge, Michigan
ARTICLE VII.
The names and addresses of the first board of directors (or trustees) are as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
</table>

ARTICLE VIII.
The term of the corporate existence is perpetual.

(Corporations organized without capital stock for religious, benevolent, social or fraternal purposes, may incorporate without fixing any definite term in their articles, and the terms of such corporations shall be deemed to be perpetual, subject to the right of the legislature to alter, repeal or amend the corporation laws in accordance with the constitution.)

ARTICLE IX.
(These insert may be deleted additional provisions authorized by the TCA)

We, the incorporators, sign our names this

28th day of April, 1952.

[Signatures]

STATE OF MICHIGAN
COUNTY OF Oakland

On this 28th day of April, 1952, before me personally appeared Walter H. Kuhn, John P. Thomson, Lloyd E. Hassenauer, and A. J. Busch, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[Signature of Notary]

FRANCHISE FEE $10.00
FILING FEE $5.00

(My commission expires ...)
Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION

for

FAR CONSERVATORY OF THERAPEUTIC AND PERFORMING ARTS

ID NUMBER: 828085

received by facsimile transmission on June 16, 2010 is hereby endorsed

Filed on June 16, 2010 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 16TH day of June, 2010.

[Signature]

Director
MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES

Certificate of Amendment to the Articles of Incorporation

For use by Domestic Profit and Nonprofit Corporations

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Varsity FAR Conservatory of Therapeutic and Performing Arts

2. The identification number assigned by the Bureau is: 628-085

3. Article 1. of the Articles of Incorporation is hereby amended to read as follows:

The name of the corporation is:

FAR Conservatory of Therapeutic and Performing Arts
4. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the ________ day of ________, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this ________ day of _______, ____________

(Signature) ________________________________ (Signature) ________________________________

(Type or Print Name) ________________________________ (Type or Print Name) ________________________________

(Signature) ________________________________ (Signature) ________________________________

(Type or Print Name) ________________________________ (Type or Print Name) ________________________________

5. (For profit and nonprofit corporations whose Articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the ________ day of ________, 2010, by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

☑ at a meeting the necessary votes were cast in favor of the amendment.

☐ by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☐ by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

☐ by consents given by electronic transmission in accordance with Section 407(3) if a profit corporation.

☐ by the board of a profit corporation pursuant to section 611(2).

Profit Corporations and Professional Service Corporations

Signed this ________ day of _______, ____________

By ________________________________

(Signature of an authorized officer or agent)

(Type or Print Name)

Nonprofit Corporations

Signed this ________ day of ________, 2010

By ________________________________

(Signature of President, Vice-President, Chairman or Vice-Chairperson)

(Type or Print Name)

06/16/2010 11:23AM
Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to certify that the CERTIFICATE OF AMENDMENT - CORPORATION

for

THE VARIETY FAR CONSERVATORY OF THERAPEUTIC AND PERFORMING ARTS

ID NUMBER: 828085

received by facsimile transmission on June 16, 2010 is hereby endorsed

Filed on June 16, 2010 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Effective Date: July 1, 2010

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 16TH day of June, 2010.

Director
CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Variety FAR Conservatory of Therapeutic and Performing Arts

2. The identification number assigned by the Bureau is: 828-085

3. Article V of the Articles of incorporation is hereby amended to read as follows:

The corporation shall be organized on a directorship basis, effective July 1, 2010.
COMPLETE ONLY ONE OF THE FOLLOWING:

4. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the ___________ day of ___________, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this ___________ day of ___________.

(Signature) (Signature)

(Type or Print Name) (Type or Print Name)

(Signature) (Signature)

(Type or Print Name) (Type or Print Name)

5. (For profit and nonprofit corporations whose Articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the ___________ day of ___________, by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

☑ at a meeting the necessary votes were cast in favor of the amendment.

☐ by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☐ by written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

☐ by consents given by electronic transmission in accordance with Section 407(3) if a profit corporation.

☐ by the board of a profit corporation pursuant to Section 611(2).

Profit Corporations and Professional Service Corporations

Signed this ___________ day of ___________.

By __________________________ (Signature of an authorized officer or agent)

(Type or Print Name)

Nonprofit Corporations

Signed this ___________ day of ___________.

By __________________________ (Signature of President, Vice-President, Chairman, or Vice-Chairperson)

(Type or Print Name)

Ryan A. Husaynu, Chairman
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF ASSUMED NAME

for

FAR CONSERVATORY OF THERAPEUTIC AND PERFORMING ARTS

ID NUMBER: 828085

to transact business under the assumed name of

FAR THERAPEUTIC ARTS AND RECREATION

received by facsimile transmission on September 30, 2014 is hereby endorsed.

Filed on September 30, 2014 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Expiration Date December 31, 2019

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department,

In the City of Lansing, this 30th day of September, 2014.

[Seal]

Alan J. Schelke, Director
Corporations, Securities & Commercial Licensing Bureau

Sent by Facsimile Transmission
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name
FAR Conservatory of Therapeutic and Performing Arts

Address
1669 West Maple Road

City
Birmingham

State
MI

ZIP Code
48009

EXPIRATION DATE:
DECEMBER 31

DOCUMENT WILL BE RETURNED TO THE NAME AND ADDRESS YOU ENTER ABOVE.
IF BLANK, DOCUMENT WILL BE RETURNED TO THE REGISTERED OFFICE.

CERTIFICATE OF ASSUMED NAME
For use by Corporations, Limited Partnerships and Limited Liability Companies
(Please read information and instructions on the last page)


1. The name of the corporation, limited partnership, or limited liability company is:
   FAR Conservatory of Therapeutic and Performing Arts

2. The identification number assigned by the Bureau is:
   828085

3. The assumed name under which business is to be transacted is:
   FAR Therapeutic Arts and Recreation

4. This document is hereby signed as required by the Act.

COMPLETE ITEM 5 ON PAGE 3 IF THIS NAME IS ASSUMED BY MORE THAN ONE ENTITY.

Signed this 27th day of September 2014

By ____________________________ (Signature)

Pamela Ayres
Type or Print Name

President
Type or Print Title or Capacity

(Limited Partnerships Only - Indicate Name of General Partner, if the General Partner is a corporation or other entity)

09/30/2014 11:10AM (GMT-04:00)
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to certify that the CERT. OF CHANGE OF REG. OFF/RES. AGENT

for

FAR CONSERVATORY OF THERAPEUTIC AND PERFORMING ARTS

ID NUMBER: B28095

received by facsimile transmission on September 30, 2014 is hereby endorsed.

Filed on September 30, 2014 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 30th day
of September, 2014.

Sent by Facsimile Transmission

Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

FOR BUREAU USE ONLY

This document is effective on the date filed, unless a subsequent effective date within 30 days after received date is stated in the document.

Name
FAR Conservatory of Therapeutic and Performing Arts

Address
1669 West Maple Road

City
Birmingham

State
MI

ZIP Code
48009

EFFECTIVE DATE:

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT

For use by Domestic and Foreign Corporations and Limited Liability Companies

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), or Act 23, Public Acts 1983 (limited liability companies), the undersigned executes the following Certificate:

1. The name of the corporation or limited liability company is:
   FAR Conservatory of Therapeutic and Performing Arts

2. The identification number assigned by the Bureau is: 828085

3. a. The name of the resident agent on file with the Bureau is: Jody Wachler
   b. The location of the registered office on file with the Bureau is:
      1669 W. Maple RD
      Birmingham, Michigan 48009
      (Street Address) (City) (ZIP Code)
   c. The mailing address of the above registered office on file with the Bureau is:
      1669 W. Maple RD
      Birmingham, Michigan 48009
      (Street Address or P.O. Box) (City) (ZIP Code)

ENTER IN ITEM 4 THE INFORMATION AS IT SHOULD NOW APPEAR ON THE PUBLIC RECORD

4. a. The name of the resident agent is: Pamela Ayres
   b. The address of its registered office is:
      1669 W. Maple RD
      Birmingham, Michigan 48009
      (Street Address) (City) (ZIP Code)
   c. The mailing address of the registered office if different than 4B is:
      (Street Address or P.O. Box)

5. The above changes were authorized by resolution duly adopted by: 1. ALL CORPORATIONS: Its Board of Directors; 2. PROFIT CORPORATIONS ONLY: the resident agent if only the address of the registered office is changed, in which case a copy of this statement has been mailed to the corporation; 3. LIMITED LIABILITY COMPANIES: an operating agreement, affirmative vote of a majority of the members pursuant to section 502(1), managers pursuant to section 465, or the resident agent if only the address of the registered office is changed.

6. The corporation or limited liability company further states that the address of its registered office and the address of its resident agent as changed, are identical.

Signature
[Signature]

Type or Print Name and Title or Capacity
President

Date Signed
9/27/14

09/30/2014 11:09AM (GMT-04:00)
Employer Identification Number: 38-1689200
Person to Contact: Mr. Fraser
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Oct. 27, 2010 request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in April 1957.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I
CONSIDERING A NEW HOME OR TACKLING A REMODEL PROJECT SOON? 
WE CAN HELP MAKE IT A REALITY WITH A MORTGAGE, HOME EQUITY LOAN OR LINE 
OF CREDIT. WE HAVE FLEXIBLE TERMS AND COMPETITIVE RATES! 
CALL US TODAY AT 248-723-7200 TO APPLY!

<table>
<thead>
<tr>
<th>NON-PROFIT CHECKING ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MINIMUM BALANCE</td>
</tr>
<tr>
<td>AVERAGE BALANCE</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>THIS STATEMENT</td>
</tr>
</tbody>
</table>

- - - - - - - DEPOSITS - - - - - - -

<table>
<thead>
<tr>
<th>REF #</th>
<th>DATE</th>
<th>AMOUNT</th>
<th>REF #</th>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
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<tr>
<td>05/16</td>
<td>125.00</td>
<td>05/25</td>
<td>168.25</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- - - - - - OTHER CREDITS - - - - - - -

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTUIT PYMT SOLN DEPOSIT 524771995792052</td>
<td>05/02</td>
<td>50.00</td>
</tr>
<tr>
<td>REMOTE DEPOSIT</td>
<td>05/02</td>
<td>6,438.98</td>
</tr>
<tr>
<td>INTUIT PYMT SOLN DEPOSIT 524771995792052</td>
<td>05/04</td>
<td>150.00</td>
</tr>
<tr>
<td>REMOTE DEPOSIT</td>
<td>05/05</td>
<td>934.00</td>
</tr>
<tr>
<td>INTUIT PYMT SOLN DEPOSIT 524771995792052</td>
<td>05/11</td>
<td>454.00</td>
</tr>
<tr>
<td>REMOTE DEPOSIT</td>
<td>05/12</td>
<td>6,484.04</td>
</tr>
<tr>
<td>INTUIT PYMT SOLN DEPOSIT 524771995792052</td>
<td>05/13</td>
<td>493.00</td>
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<tr>
<td>REMOTE DEPOSIT</td>
<td>05/16</td>
<td>50.00</td>
</tr>
<tr>
<td>INTUIT PYMT SOLN DEPOSIT 524771995792052</td>
<td>05/16</td>
<td>1,172.78</td>
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<td>AmazonSm1l AM2N103E7925 payments.amazon.com</td>
<td>05/19</td>
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<td>INTUIT PYMT SOLN DEPOSIT 524771995792052</td>
<td>05/19</td>
<td>100.00</td>
</tr>
<tr>
<td>REMOTE DEPOSIT</td>
<td>05/19</td>
<td>592.00</td>
</tr>
<tr>
<td>BENEFITING BENEVITY ACK NTX GRANT FROM BENEVITY COMMUNITY IMPACT FND\</td>
<td>05/23</td>
<td>275.00</td>
</tr>
<tr>
<td>INTUIT PYMT SOLN DEPOSIT 524771995792052</td>
<td>05/23</td>
<td>350.00</td>
</tr>
</tbody>
</table>

*** CONTINUED ***
Dear Commander Busen;

FAR does not have members. We are run by a Board of Directors. Our President, Pamela Ayres, will be the Chairperson for the Raffle.

Best Regards;

Barbara R. Darga, CPA  
Director of Finance and Business Management
Electronic Financial Statement Terms of Use

By requesting and accepting the attached printable financial statement electronic file, you hereby agree to the following stipulations:

1. The printing and use of this file requires that the entire file must be printed, assembled and used in its entirety.

2. That no changes, additions or deletions, by whatever means, may be made to the file contents or printable product.

3. Should this file be supplied to others, that only the entire file, and not any part thereof, be provided, and

4. That these required terms of use be provided and mandated of any prospective or subsequent recipient of this file.

Acceptance and/or use of this file, without compliance with the aforementioned terms of use, invalidates any association of Collins, Buri & McConkey, LLP with this file and any information, report, or opinion contained therein.
FAR CONSERVATORY OF THERAPEUTIC
AND PERFORMING ARTS
DBA FAR THERAPEUTIC ARTS AND RECREATION

FINANCIAL STATEMENTS AND
INDEPENDENT AUDITOR’S REPORT

June 30, 2015
CONTENTS

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FINANCIAL STATEMENTS

STATEMENTS OF FINANCIAL POSITION 5

STATEMENTS OF ACTIVITIES 6

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STATEMENTS OF CASH FLOWS 8

NOTES TO FINANCIAL STATEMENTS 9
Independent Auditor’s Report

To the Board of Trustees
FAR Conservatory of Therapeutic and Performing Arts
Birmingham, Michigan

We have audited the accompanying financial statements of FAR Conservatory of Therapeutic and Performing Arts, DBA FAR Therapeutic Arts and Recreation (a Michigan not-for-profit corporation), which comprise the statements of financial position as of June 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures.
that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of FAR Conservatory of Therapeutic and Performing Arts, DBA FAR Therapeutic Arts and Recreation as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles.

Report on Summarized Comparative Information

We have previously audited the FAR Conservatory of Therapeutic and Performing Arts, DBA FAR Therapeutic Arts and Recreation June 30, 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 23, 2014. In our opinion, the summarized information presented herein as of and for the year ended June 30, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Collins, Bari & McConkey, LLP

Troy, Michigan
September 24, 2015
FAR CONSERVATORY OF THERAPEUTIC AND PERFORMING ARTS
DBA FAR THERAPEUTIC ARTS AND RECREATION

STATEMENTS OF FINANCIAL POSITION

June 30,

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>CURRENT ASSETS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash (Note L)</td>
<td>$208,575</td>
<td>$218,101</td>
</tr>
<tr>
<td>Accounts receivable – trade (Notes B3 and L)</td>
<td>37,380</td>
<td>28,263</td>
</tr>
<tr>
<td>Grants receivable</td>
<td>2,695</td>
<td>2,744</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>8,862</td>
<td>—</td>
</tr>
<tr>
<td>Total current assets</td>
<td>257,512</td>
<td>249,108</td>
</tr>
<tr>
<td>PROPERTY AND EQUIPMENT (Notes B4 and H)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle</td>
<td>21,279</td>
<td>21,279</td>
</tr>
<tr>
<td>Office furniture and equipment</td>
<td>23,526</td>
<td>17,441</td>
</tr>
<tr>
<td>Leasehold improvements</td>
<td>8,858</td>
<td>8,858</td>
</tr>
<tr>
<td>Less: accumulated depreciation and amortization</td>
<td>(35,144)</td>
<td>(20,736)</td>
</tr>
<tr>
<td>Total property and equipment</td>
<td>18,519</td>
<td>16,842</td>
</tr>
<tr>
<td>BENEFICIAL INTEREST IN ASSET HELD BY OTHERS (Notes C and D)</td>
<td>26,747</td>
<td>28,386</td>
</tr>
<tr>
<td>TOTAL ASSETS</td>
<td>$302,778</td>
<td>$294,336</td>
</tr>
</tbody>
</table>

| LIABILITIES AND NET ASSETS |          |          |
| CURRENT LIABILITIES |          |          |
| Credit cards payable | $7,779 | $1,518 |
| Accrued payroll liabilities | 26,773 | 22,038 |
| Deferred revenue (Note B5) | 54,009 | 31,925 |
| Total current liabilities | 88,561 | 55,481 |
| NET ASSETS (Note B1) |          |          |
| Unrestricted | 156,794 | 171,387 |
| Temporarily restricted (Note E) | 32,353 | 42,398 |
| Permanently restricted (Note D) | 25,070 | 25,070 |
| Total net assets | 214,217 | 238,855 |
| TOTAL LIABILITIES AND NET ASSETS | $302,778 | $294,336 |

The accompanying notes are an integral part of these statements.
FAR CONSERVATORY OF THERAPEUTIC AND PERFORMING ARTS  
DBA FAR THERAPEUTIC ARTS AND RECREATION  

STATEMENTS OF ACTIVITIES  

For the Year Ended June 30, 2015  
With Summarized Financial Information for the Year Ended June 30, 2014  

<table>
<thead>
<tr>
<th></th>
<th>Unrestricted</th>
<th>Temporarily Restricted</th>
<th>Permanently Restricted</th>
<th>2015 Total</th>
<th>(Note M) 2014 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special events revenue</td>
<td>$133,014</td>
<td>$18,276</td>
<td>$ -</td>
<td>$151,290</td>
<td>$142,650</td>
</tr>
<tr>
<td>Less: direct expenses</td>
<td>(37,109)</td>
<td>-</td>
<td>-</td>
<td>(37,109)</td>
<td>(36,522)</td>
</tr>
<tr>
<td>Net special events revenue</td>
<td>95,905</td>
<td>18,276</td>
<td>-</td>
<td>114,181</td>
<td>106,128</td>
</tr>
<tr>
<td>Contributions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>35,206</td>
<td>150</td>
<td>-</td>
<td>35,356</td>
<td>39,606</td>
</tr>
<tr>
<td>Non-cash (Note H)</td>
<td>36,120</td>
<td>-</td>
<td>-</td>
<td>36,120</td>
<td>22,559</td>
</tr>
<tr>
<td>Grants (Notes D and I)</td>
<td>20,390</td>
<td>62,888</td>
<td>-</td>
<td>83,278</td>
<td>100,717</td>
</tr>
<tr>
<td>Program fees</td>
<td>607,897</td>
<td>-</td>
<td>-</td>
<td>607,897</td>
<td>625,247</td>
</tr>
<tr>
<td>Administrative fees</td>
<td>8,650</td>
<td>-</td>
<td>-</td>
<td>8,650</td>
<td>9,700</td>
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<tr>
<td>Change in beneficial interest in asset held by others</td>
<td></td>
<td></td>
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<tr>
<td>(Note D)</td>
<td>(1,639)</td>
<td>-</td>
<td>-</td>
<td>(1,639)</td>
<td>2,016</td>
</tr>
<tr>
<td>Interest income</td>
<td>253</td>
<td>-</td>
<td>-</td>
<td>253</td>
<td>450</td>
</tr>
<tr>
<td>Merchandise income</td>
<td>150</td>
<td>-</td>
<td>-</td>
<td>150</td>
<td>1,357</td>
</tr>
<tr>
<td>Loss on disposal of equipment</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(110)</td>
</tr>
<tr>
<td>Net assets released from program restrictions (Note F)</td>
<td>91,359</td>
<td>(91,359)</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total revenues</td>
<td>894,291</td>
<td>(10,045)</td>
<td>-</td>
<td>884,246</td>
<td>907,670</td>
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<tr>
<td><strong>EXPENSES (Note B7)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program services</td>
<td>733,487</td>
<td>-</td>
<td>-</td>
<td>733,487</td>
<td>689,406</td>
</tr>
<tr>
<td>Supporting services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management and general</td>
<td>110,396</td>
<td>-</td>
<td>-</td>
<td>110,396</td>
<td>69,610</td>
</tr>
<tr>
<td>Fundraising, indirect</td>
<td>65,001</td>
<td>-</td>
<td>-</td>
<td>65,001</td>
<td>87,513</td>
</tr>
<tr>
<td>Total expenses</td>
<td>908,884</td>
<td>-</td>
<td>-</td>
<td>908,884</td>
<td>846,529</td>
</tr>
<tr>
<td><strong>CHANGE IN NET ASSETS</strong></td>
<td>(14,593)</td>
<td>(10,045)</td>
<td>-</td>
<td>(24,638)</td>
<td>61,141</td>
</tr>
<tr>
<td><strong>NET ASSETS, beginning of year</strong></td>
<td>171,387</td>
<td>42,398</td>
<td>25,070</td>
<td>238,855</td>
<td>177,714</td>
</tr>
<tr>
<td><strong>NET ASSETS, end of year</strong></td>
<td>$156,794</td>
<td>$32,253</td>
<td>$25,070</td>
<td>$214,217</td>
<td>$238,855</td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these statements.
FAR CONSERVATORY OF THERAPEUTIC AND PERFORMING ARTS
DBA FAR THERAPEUTIC ARTS AND RECREATION

STATEMENTS OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2015
With Summarized Financial Statement Information for the Year Ended June 30, 2014

<table>
<thead>
<tr>
<th>Supporting Services</th>
<th>Program Services</th>
<th>Management and General</th>
<th>Fundraising Indirect</th>
<th>2015 Total</th>
<th>(Note M) 2014 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and fringe benefits</td>
<td>$559,105</td>
<td>$ 77,097</td>
<td>$ 60,767</td>
<td>$ 696,969</td>
<td>$ 650,952</td>
</tr>
<tr>
<td>(Note J)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bad debt expense</td>
<td>106</td>
<td>-</td>
<td>-</td>
<td>106</td>
<td>16</td>
</tr>
<tr>
<td>Charitable contributions</td>
<td>485</td>
<td>-</td>
<td>-</td>
<td>485</td>
<td>420</td>
</tr>
<tr>
<td>Conferences and meetings</td>
<td>-</td>
<td>3,269</td>
<td>577</td>
<td>3,846</td>
<td>1,901</td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>2,381</td>
<td>2,028</td>
<td>-</td>
<td>4,409</td>
<td>1,680</td>
</tr>
<tr>
<td>Direct program expenditures</td>
<td>71,580</td>
<td>-</td>
<td>-</td>
<td>71,580</td>
<td>56,914</td>
</tr>
<tr>
<td>In-kind rent (Note H)</td>
<td>13,500</td>
<td>4,500</td>
<td>-</td>
<td>18,000</td>
<td>12,000</td>
</tr>
<tr>
<td>Insurance</td>
<td>5,868</td>
<td>3,718</td>
<td>875</td>
<td>10,461</td>
<td>13,214</td>
</tr>
<tr>
<td>Office equipment</td>
<td>607</td>
<td>759</td>
<td>152</td>
<td>1,518</td>
<td>1,434</td>
</tr>
<tr>
<td>Office expense</td>
<td>6,892</td>
<td>5,509</td>
<td>1,378</td>
<td>13,779</td>
<td>8,858</td>
</tr>
<tr>
<td>Outside printing</td>
<td>159</td>
<td>-</td>
<td>584</td>
<td>743</td>
<td>800</td>
</tr>
<tr>
<td>Postage</td>
<td>494</td>
<td>658</td>
<td>494</td>
<td>1,646</td>
<td>1,689</td>
</tr>
<tr>
<td>Professional fees</td>
<td>-</td>
<td>11,890</td>
<td>-</td>
<td>11,890</td>
<td>12,150</td>
</tr>
<tr>
<td>Public relations</td>
<td>706</td>
<td>707</td>
<td>-</td>
<td>1,413</td>
<td>608</td>
</tr>
<tr>
<td>Scholarships (Note B6)</td>
<td>70,299</td>
<td>-</td>
<td>-</td>
<td>70,299</td>
<td>81,149</td>
</tr>
<tr>
<td>Telephone</td>
<td>1,305</td>
<td>261</td>
<td>174</td>
<td>1,740</td>
<td>2,654</td>
</tr>
<tr>
<td>Total</td>
<td>$733,487</td>
<td>$110,396</td>
<td>$ 65,001</td>
<td>$ 908,884</td>
<td>$ 846,529</td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these statements

- 7 -
FAR CONSERVATORY OF THERAPEUTIC AND PERFORMING ARTS  
DBA FAR THERAPEUTIC ARTS AND RECREATION  

STATEMENTS OF CASH FLOWS  

For the Years Ended June 30, 

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>INCREASE (DECREASE) IN CASH</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CASH FLOWS FROM OPERATING ACTIVITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change in net assets</td>
<td>$ (24,638)</td>
<td>$ 61,141</td>
</tr>
<tr>
<td>Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>4,409</td>
<td>1,680</td>
</tr>
<tr>
<td>Loss on disposal of equipment</td>
<td>-</td>
<td>110</td>
</tr>
<tr>
<td>Change in beneficial interest in asset held by others</td>
<td>1,639</td>
<td>(2,016)</td>
</tr>
<tr>
<td>Change in assets and liabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase in accounts receivable</td>
<td>(9,117)</td>
<td>(2,392)</td>
</tr>
<tr>
<td>Decrease (Increase) in grants receivable</td>
<td>49</td>
<td>(93)</td>
</tr>
<tr>
<td>Increase in prepaid expenses</td>
<td>(8,862)</td>
<td>-</td>
</tr>
<tr>
<td>Increase (decrease) in accounts payable</td>
<td>6,260</td>
<td>(1,244)</td>
</tr>
<tr>
<td>Increase in accrued liabilities</td>
<td>4,735</td>
<td>2,108</td>
</tr>
<tr>
<td>Increase (decrease) in deferred revenue</td>
<td>22,084</td>
<td>(5,775)</td>
</tr>
<tr>
<td>Net cash (used in) provided by operating activities</td>
<td>(3,441)</td>
<td>53,519</td>
</tr>
<tr>
<td><strong>CASH FLOWS FROM INVESTING ACTIVITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchases of equipment</td>
<td>(6,085)</td>
<td>(7,896)</td>
</tr>
<tr>
<td>Net cash used in investing activities</td>
<td>(6,085)</td>
<td>(7,896)</td>
</tr>
<tr>
<td>(Decrease) increase in cash</td>
<td>(9,526)</td>
<td>45,623</td>
</tr>
<tr>
<td><strong>CASH, beginning of year</strong></td>
<td>218,101</td>
<td>172,478</td>
</tr>
<tr>
<td><strong>CASH, end of year</strong></td>
<td>$208,575</td>
<td>$218,101</td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these statements.
FAR CONSERVATORY OF THERAPEUTIC AND PERFORMING ARTS
DBA FAR THERAPEUTIC ARTS AND RECREATION

NOTES TO THE FINANCIAL STATEMENTS

June 30, 2015
With Summarized Financial Information as of June 30, 2014

Note A – REPORTING ENTITY

FAR Conservatory of Therapeutic and Performing Arts, DBA FAR Therapeutic Arts and Recreation (the Organization) is a Michigan not-for-profit corporation located in Birmingham, Michigan that promotes understanding and provides education for children and adults with special needs through therapeutic opportunities in the arts, recreation, and leisure that enrich its students, families, and the greater community.

Note B – SUMMARY OF ACCOUNTING POLICIES

A summary of the Organization’s significant accounting policies consistently applied in the preparation of the accompanying financial statements follows:

1. **Basis of Presentation**

   The financial statements are prepared in accordance with generally accepted accounting principles in the United States of America, and report information regarding financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted.

   The Organization has classified its net assets as permanently restricted, temporarily restricted or unrestricted depending on the characteristics of donor-imposed restrictions limiting the Organization’s ability to use or dispose of contributed assets. Donor-imposed restrictions that expire with the passage of time or can be removed by meeting certain requirements result in temporarily restricted net assets. Earnings, gains and losses on restricted net assets are classified as unrestricted unless specifically restricted by the donor.

2. **Use of Estimates**

   The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

3. **Accounts Receivable – Trade**

   Trade receivables are recorded at their fair value at the date the services are rendered or program events occur. The Organization considers these receivables to be past due if outstanding over 90 days, but does not charge interest on trade receivable accounts. Management believes that all outstanding accounts receivable are collectible in full. Therefore, an allowance for doubtful accounts is not required.
Note B – SUMMARY OF ACCOUNTING POLICIES (Continued)

4. Property and Equipment

Purchased property and equipment are stated at cost. Donated property and equipment are stated at fair value at the date of the donation, the amounts of which are immaterial. The Organization’s policy is to capitalize both purchased and donated property and equipment exceeding $500. Depreciation and amortization is provided for in amounts sufficient to relate the cost or fair value of depreciable and amortizable assets to operations over their estimated useful lives (ranging from five to twenty seven and one half years) utilizing the straight-line method.

5. Deferred Revenue

Deferred revenue represents grants, sponsorships, ticket sales and registrations for future events or programs. These amounts will be recognized as revenue as the events occur, when the conditions are met, or in the event of cancellation, returned to the sponsor or grantor.

6. Scholarships

The Organization offers scholarships to qualifying participants of various programs provided by the Organization. The scholarships are awarded based on need, as determined by the Board of Directors. The scholarships include, but are not limited to, classes or sessions for programs at no charge or at reduced rates.

7. Functional Allocation of Expenses

The costs of providing program and supporting services have been summarized on a functional basis in the statement of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services using appropriate bases.

8. Income Taxes

The Organization has been granted exempt status by the Internal Revenue Service under code section 501(c)(3). Accordingly, no provision for income tax is required.
Note C—FAIR VALUE MEASUREMENT

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at June 30, 2015 and 2014.

Financial assets and liabilities recorded at fair value are measured by the following criteria in decreasing order of priority:

Level 1 – Quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access at June 30, 2015 and 2014.

Level 2 – Other quoted prices that are observable either directly or indirectly, including:

- Quoted prices for similar assets and liabilities in active markets
- Quoted prices for identical or similar assets or liabilities in markets which are not active
- Other quoted prices that are observable for the asset or liability
- Information derived principally from or corroborated by observable market data by correlation or other means.

Level 3 – Unobservable informational input for the asset or liability.

In instances where inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. The Organization's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset or liability.

The primary use of fair value measures in the Organization’s financial statements is recurring measurement of beneficial interest in asset held by others (Note D).

*Assets Measured at Fair Value on a Recurring Basis*

**Fair Value Measurements Using Significant Other Observable Outputs (Level 2)**

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2015</th>
<th>June 30, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beneficial interest</td>
<td>26,747</td>
<td>28,386</td>
</tr>
<tr>
<td>in asset held by</td>
<td></td>
<td></td>
</tr>
<tr>
<td>others</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Note D – BENEFICIAL INTEREST IN ASSET HELD BY OTHERS

The Organization established an endowment fund with the Community Foundation of Southeastern Michigan (Community Foundation). This fund was created in 2006 through a reciprocal transfer of permanently restricted assets and unrestricted assets directly from the Organization to the Community Foundation in a manner consistent with the standard of prudence prescribed by UPMIFA. The Community Foundation holds and manages these funds and makes grants to the Organization based on income earned. The Community Foundation maintains variance power, which gives the Community Foundation the right to distribute the investment income to another not-for-profit organization of its choice if the Organization ceases to exist or the governing board of the Community Foundation votes that support of the Organization is no longer necessary or inconsistent with the needs of the people the Organization serves. The beneficial interest in this fund is reported at its fair value, which is estimated as the fair value of the underlying assets. As discussed in Note C, because the information was derived principally from, or corroborated by, observable market data by correlation or other means, the valuation technique used by the Community Foundation is a Level 2 measure.

This beneficial interest represents the Organization’s only endowment fund and was established with donor restrictions and unrestricted funds of the Organization. The restrictions require that the donated funds provide a perpetual source of support, thereby classifying them as a permanent endowment (or permanently restricted assets). Should the fair value of assets fall below the level established by the donor as a permanent endowment, the deficiency will be reported in unrestricted net assets. As the Community Foundation has variance power over these funds, the Organization has no authority with regard to fund preservation, investment policy, etc.

The net assets of the endowment are permanently restricted for use in supporting the general operations and programs of the Organization.
Note E – TEMPORARY RESTRICTIONS ON NET ASSETS

Substantially all of the temporary restrictions on net assets at June 30, 2015 and 2014, relate to funds received through donor contributions for various programs.

Temporarily restricted net assets are available for the following programs at June 30:

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art</td>
<td>$   -</td>
<td>$ 72</td>
</tr>
<tr>
<td>Camp</td>
<td>1,681</td>
<td>3,410</td>
</tr>
<tr>
<td>Dance</td>
<td>-</td>
<td>275</td>
</tr>
<tr>
<td>Events</td>
<td>516</td>
<td>593</td>
</tr>
<tr>
<td>Music</td>
<td>411</td>
<td>1,942</td>
</tr>
<tr>
<td>Recreation</td>
<td>150</td>
<td>1,474</td>
</tr>
<tr>
<td>Sports</td>
<td>29,595</td>
<td>34,632</td>
</tr>
<tr>
<td></td>
<td>$ 32,353</td>
<td>$ 42,398</td>
</tr>
</tbody>
</table>

Note F – NET ASSETS RELEASED FROM RESTRICTIONS

The Organization expended the following net assets for programs in accordance with donor restrictions during the years ended June 30:

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art</td>
<td>$ 72</td>
<td>$ 2,625</td>
</tr>
<tr>
<td>Camp</td>
<td>21,772</td>
<td>31,513</td>
</tr>
<tr>
<td>Dance</td>
<td>275</td>
<td>1,756</td>
</tr>
<tr>
<td>Events</td>
<td>16,959</td>
<td>15,058</td>
</tr>
<tr>
<td>Music</td>
<td>12,112</td>
<td>13,576</td>
</tr>
<tr>
<td>Recreation</td>
<td>-</td>
<td>1,935</td>
</tr>
<tr>
<td>Sports</td>
<td>38,312</td>
<td>32,129</td>
</tr>
<tr>
<td>Other</td>
<td>1,857</td>
<td>354</td>
</tr>
<tr>
<td></td>
<td>$ 91,359</td>
<td>$ 98,946</td>
</tr>
</tbody>
</table>

Note G – RELATED PARTY TRANSACTIONS

The Organization received cash and non-cash contributions from members of the Board of Directors and employees totaling approximately $49,800 and $60,600 for the years ended June 30, 2015 and 2014, respectively.
Note H – NON-CASH CONTRIBUTIONS

The Organization receives the benefit of the use of office and classroom space from a local church. The fair value of the donated facilities is estimated at $1,500 per month and is recorded as revenue and expense in the accompanying financial statements. In-kind rent for the years ended June 30, 2015 and 2014 was $18,000 and $12,000 respectively.

The Organization also receives in-kind donations (professional services, supplies and materials), which are recorded at estimated fair market value at the time the contribution is made. The amounts are recorded as revenue and expense in the accompanying financial statements. Other in-kind donations for the years ended June 30, 2015 and June 30, 2014, approximated $21,700 and $19,800, respectively, and are reported as special events revenue and non-cash contributions in the accompanying statement of activities.

A substantial number of unpaid volunteers contribute their time to the Organization. The value of the contributed time is not reflected in these statements since it is not susceptible to objective measurement or valuation.

Note I – COMMUNITY FOUNDATION GRANT

Donors make periodic contributions directly to the Community Foundation of Southeastern Michigan (Community Foundation), naming the Organization’s endowment fund (the Fund) as beneficiary of earnings from those assets. As of June 30, 2015 and 2014, the Fund had assets with a fair value of $113,338 and $120,282, respectively. The Community Foundation holds and administers these funds, and maintains variance power over these assets. The Community Foundation may make periodic grants from the Fund for use in the general operations of the Organization. Grants made by the Community Foundation to the Organization from this Fund for the years ended June 30, 2015 and 2014 were $5,390 and $5,488, respectively, and are reported as unrestricted grant revenues in the statements of activities.

Note J – RETIREMENT PLAN

Through December 31, 2014 the Organization maintained a retirement plan under Internal Revenue Code Section 403(b) that covered all eligible employees. The plan provided for voluntary employee contributions and a discretionary employer matching contribution. Retirement contribution expense for this plan was $2,122 for the six months ended December 31, 2014, and $5,876, for the year ended June 30, 2014, and is included in salaries and fringe benefits in the accompanying statements of functional expenses.

Effective January 1, 2015, the Organization implemented a Savings Incentive Match Plan for Employees (SIMPLE). The SIMPLE plan provides for voluntary employee contributions and a variable annual employer contribution ranging up to 3% of eligible employee’s compensation. Retirement contribution expense for the SIMPLE plan for the six months ended June 30, 2015 was $7,472 and is included in salaries and fringe benefits in the accompanying statements of functional expenses.
Note K – INCOME TAXES

Management is required to recognize the impact of significant uncertain tax positions in the Organization’s financial statements for all open tax years. Previous periods open to examination include the fiscal years ended June 30, 2012, 2013, and 2014. As of June 30, 2015 and 2014, management has concluded there were no significant uncertain tax positions requiring recognition in the financial statements.

Note L – CONCENTRATIONS OF RISK

The Organization maintains cash balances at a single financial institution. These balances are insured by the Federal Deposit Insurance Corporation up to $250,000.

The majority of the Organization’s contributions, grants, and program service revenue are received from corporations, community foundations, social agencies, and individuals located in the Southeastern Michigan area. As such, the Organization’s ability to generate resources via contributions, grants, and program service revenue is dependent upon the economic health of that area and throughout the State of Michigan.

The Organization provided program services through three service providers that accounted for approximately 41% and 45% of total program revenues for the years ended June 30, 2015 and 2014, respectively. These same service providers represented approximately 47% and 30% of accounts receivable—trade balances at June 30, 2015 and 2014, respectively.

Note M – PRIOR YEAR INFORMATION

The financial statements include certain prior-year summarized information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization’s financial statements for the year ended June 30, 2014, from which the summarized information was derived.

Note N – SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after June 30, 2015, but before financial statements are issued or are available to be issued, and which may require recognition or disclosure in the financial statements. Management has evaluated such events or transactions through September 24, 2015 (the available to be issued date), and determined that such occurrences, if any, do not require recognition or disclosure in the financial statements.
25 June 2016

Birmingham Museum Board
556 W Maple Rd
Birmingham, MI 48009

Dear Birmingham Museum Board Chairman & Members, Joe Valentine, Laura Pierce, Leslie Pielack

For the past few years, I have enjoyed my civic duty and responsibilities by serving as a member of the Birmingham Museum Board. However, with my recent health challenges have led me to gain a new perspective on life. With each new day, I realize how fortunate I am to have my family and friends and it also allowed me the opportunity to revisit my life’s priorities.

Therefore, regrettably, after much deliberation I have decided it best for my family and I to resign my membership with the Birmingham Museum Board effective 5 July 2016. This additional time will allow me to focus my efforts on my family and other activities.

Please feel free to solicit my support in the selection process of my replacement if necessary.

Sincerely,

Jeff Wilmot

SUGGESTED RESOLUTION:
To accept the resignation of Jeff Wilmot from the Museum Board and to thank Mr. Wilmot for his service.
DATE: June 27, 2016

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Skating Director Contract

Attached is the proposed one year contract for the Skating Director to continue serving in this capacity for the City of Birmingham for the upcoming season. You will recall this past season we split the Ice Skating Director duties into two contractual positions. One individual served as the Skating Director and another individual filled the Ice Show Manager position. This proved to be very successful for the operation. As a result of trying this new format, I recommend we continue another ice season having two contracts to assist the City with the basic skills program and the annual Ice Show. The proposed contract language follows our standard contract language format. There are no changes to terms and conditions, only the dates of service have been updated to reflect the upcoming ice season events.

The Skating Director Contract begins annually during the month of July and runs until about one week after the conclusion of the Ice Show, generally after the third week of May. The contract term is only during the ice skating season. The Ice program operations pertaining to Ice Skating classes and the Ice Show are reviewed on an annual basis. The 2016-2017 Ice Arena season begins in August, so I am proposing the Skating Director begin the season effective July 12, 2016 as an Independent Contractor. There are a variety of functions and duties to perform in advance to prepare for the onset of the season. Jill Kolaitis served last year as the Interim Skating Director and previously served in the capacity of Assistant Skating Director at the Birmingham Ice Arena for many years prior. A background investigation has been conducted and the Birmingham Police Department found nothing to prohibit entering into such a Contract.

SUGGESTED RESOLUTION:
To approve the Contract for Skating Director with Jill Kolaitis effective July 12, 2016 up to and including May 26, 2017. Further, to authorize the Mayor and City Clerk to sign the Contract on behalf of the City of Birmingham upon receipt of all required insurances.
SKATING DIRECTOR CONTRACT

This Contract is entered into this 11th day of July, 2016 by and between Jill Kolaitis (hereinafter called the "Contractor") and the CITY OF BIRMINGHAM, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 ("City").

RECITALS:

WHEREAS, the City wishes to hire a Director of the Birmingham Ice Skating Classes; and,

WHEREAS, Contractor is willing and able to provide the services and experience for such a Director’s position;

NOW, THEREFORE, the parties agree as follows:

1. CONTRACTOR is hereby engaged as the Director of the Birmingham Ice Skating Classes. Director shall not work in excess of 30 hours per week without prior written approval from the Director of Public Services.

ANTICIPATED DATES OF SERVICES:
Tuesday, July 12, 2016 - Friday, May 26, 2017
Ice Show: Friday, May 19, 2017 - Sunday, May 21, 2017
Ice Show Rehearsals: Monday, May 1, 2017 – Thursday, May 18, 2017

TERMINATION CLAUSE:
Contractor understands that this contract is on an Interim basis. In the event the City of Birmingham hires a Skating Director, not on an interim basis, the City of Birmingham shall give said Contractor 10 days written notice if termination is to occur before end date listed above.

2. CONTRACTOR further agrees to provide the required services pursuant to the following rate schedule:

ICE SKATING CLASS RATE: ICE SHOW RATE:
Off/On Ice $24/HR. Rate during Ice Show Rehearsals $24/HR.
Saturday/Sunday $32/HR. Rate during Tech./Finale Rehearsals $24/HR.

3. In the performance of Director’s duties, CONTRACTOR shall have non-exclusive access to an office, telephone, computer and other miscellaneous office equipment (collectively “Equipment”). CONTRACTOR acknowledges and agrees that use of the Equipment is solely for CONTRACTOR’S work associated with the Birmingham Ice Skating Classes. Use of the Equipment for any other purpose is strictly prohibited. CONTRACTOR shall ensure at all times that CONTRACTOR is acting as an independent contractor and shall not use the Equipment in any way to signify, suggest or appear that CONTRACTOR is working in any other capacity.

4. **Independent Contractor.** CONTRACTOR and the City of Birmingham (“City”) agree that CONTRACTOR is acting as an independent contractor and, as such, shall be liable for CONTRACTOR’S own actions. CONTRACTOR shall not be construed as an employee of the City or the Birmingham Ice Sports Arena. Nothing in this Contract shall be construed to imply a joint venture or partnership and neither party, by virtue of this Contract, shall have right, power or authority to act or create any obligation, express or implied, on behalf of the other party. Neither the City nor the CONTRACTOR shall be construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as may be specifically provided in this Contract, and this Contract 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 for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers’ compensation or any other employer contributions on behalf of the City. Before any payment is made to CONTRACTOR, a billing must be submitted to the City of Birmingham Ice Sports Arena.

5. **Indemnification.** To the fullest extent permitted by law, the CONTRACTOR and any entity or person for whom the CONTRACTOR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the CITY OF BIRMINGHAM, its elected and appointed officials, employees and volunteers and others working on behalf of the CITY OF BIRMINGHAM against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY OF BIRMINGHAM, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY OF BIRMINGHAM, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the CITY OF BIRMINGHAM.
6. **Insurance.** Director shall procure and maintain during the life of this Contract, General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $1,000,000 per occurrence combined single limit, including General Liability, Personal Injury, Bodily Injury, abuse and property damage acceptable to the City. Said insurance policy shall include an endorsement stating the following shall be Additional Insureds: “The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured whether any other available coverage is primary, contributing or excess.” Said insurance policy shall include an endorsement stating the following: “Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: City Manager’s Office, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.” A certificate of insurance shall be provided to the City at the time this Contract is presented to this City for execution.

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

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

7. **Nepotism.** Subsequent to entering into this Contract, if any City official, his or her spouse, child or parent shall become directly or indirectly interested in the Contract, the City shall have the right to terminate the Contract without further liability if the disqualification has not been removed within thirty (30) days after the City has given notification of the disqualifying interest.

8. **Settlement of Disputes.** 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.

9. **Rules and Regulations of the City.** CONTRACTOR agrees to abide by and obey all rules, regulations, policies and procedures of the City of Birmingham and Ice Arena that may be in force at the time of this contract and which may be amended from time to time that the CONTRACTOR understands that the Director of Public Services or their designee has full authority to enforce said rules. Copies of the rules may be posted throughout the Ice Sports Arena and obtained from the Ice Arena office.

10. **Background Check.** A criminal background check is required prior to City approval of the Contract. CONTRACTOR acknowledges and consents to such a criminal background check and authorizes the City to do so. CONTRACTOR agrees to provide the necessary information needed by the Birmingham Police Department to run the background check.

11. In consideration of the acceptance of this Contract with the City through the Birmingham Ice Sports Arena, Director and everyone acting with, by and through CONTRACTOR, do hereby waive, release and forever discharge any and all rights and claims for damages, losses and injuries which CONTRACTOR or CONTRACTOR’S group may have or which may hereafter accrue to them against the City or its officers, Directors, administrators, successors, employees, agents, officials and/or assigns for any and all damages which may be sustained or suffered by CONTRACTOR or its group, organization, in connection with the said association with this Contract.

12. **No Conflicts with City’s Skating Program.** While CONTRACTOR is able to perform ice skating instruction services outside of this Contract, either individually or through other entities, CONTRACTOR agrees that as consideration for entering into this Contract with the City, CONTRACTOR is prohibited from developing or participating in ice skating programs and events that are competitive to the City’s programs and events.

13. **Subcontracting.** Contractor shall not subcontract any part of this Contract without the prior written approval of the City.

14. **Laws.** This Contract shall be construed in accordance with the laws of the State of Michigan.

15. **Modification.** No modification of the Contract shall be binding upon the parties unless in writing and signed by both parties.
16. **FAIR PROCUREMENT OPPORTUNITY**: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

17. **CONFORMANCE TO IRAN ECONOMIC SANCTIONS ACT**

A. Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Contractor, the CONTRACTOR must first certify that it is not an “IRAN LINKED BUSINESS”, as defined by law.

B. Each Contractor submitting a bid on this project shall include a letter with their bid certifying that they have full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. that the CONTRACTOR is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that CONTRACTOR is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Birmingham.

IN WITNESS WHEREOF, the parties execute this Contract.

**WITNESSES:**

<table>
<thead>
<tr>
<th>WITNESSES</th>
<th>CONTRACTOR</th>
</tr>
</thead>
</table>

**CITY OF BIRMINGHAM**

<table>
<thead>
<tr>
<th>CITY OF BIRMINGHAM</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>By: Rackeline J. Hoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Its: Mayor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By: Laura Pierce</th>
</tr>
</thead>
<tbody>
<tr>
<td>Its: City Clerk</td>
</tr>
</tbody>
</table>

5
Approved:

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

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

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

Mark Gerber, Director of Finance
(Approved as to financial obligation)
CERTIFICATE OF INSURANCE

AGENCY:
ESIX 3 LLC
d/b/a Entertainment & Sports Insurance eXperts (ESIX)
d/b/a Entertainment and Sports Insurance Agency (California)
2727 Paces Ferry Road, Building Two, Suite 1203
Atlanta, GA 30339
878-324-3300 (Telephone);
878-324-3303 (Facsimile)

NAMED INSURED:
Professional Skaters Association
3006 Allegro Park SW
Rochester MN 55902
Jill Kolatis

INSURERS AFFORDING COVERAGE:
INSURER A:
National Casualty Co. NAIC #: 11991

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

INS: TYPE OF INSURANCE: POLICY NUMBER(S): EFFECTIVE: EXPIRES: LIMITS:
A GENERAL LIABILITY

| Occurrence | KRO0000006342800 | 7/1/2016 12:01 AM | 7/1/2017 12:01 AM | GENERAL AGGREGATE (Per Coach) | $5,000,000 |
| Participant Legal Liability | | | | EACH OCCURRENCE | $1,000,000 |
| Professional Liability | | | | DAMAGE TO RENTED PREMISES (Each Occ.) | $1,000,000 |
| | | | | MEDICAL EXPENSE (Any one person) | EXCLUDED |
| | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | PRODUCTS-COMP/OP AGG | $5,000,000 |

DESCRIPTION OF OPERATIONS/Locations/Vehicles/Exclusions Added By Endorsement/Special Provisions:
The certificate holder is an additional insured but only with respect to liability arising out of the operations of the named insured as per Form KR-GL-56(4)(07): Additional Insureds Owners and/or Lessors of Premises, Sponsors or Co-Promoters

EXCLUSION-DENOMINATED OPERATIONS: Non USA-based instructors/Instruction & Office Premises Liability

The General Liability policy includes $1,000,000 Each Occurrence / $2,000,000 Aggregate Abuse or Molestation Coverage.

CERTIFICATE HOLDER:
City of Birmingham
151 Martin Street
Birmingham MI 48009

NOTICE OF CANCELLATION:
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions

AUTHORIZED REPRESENTATIVE:
[Signature]
CERTIFICATE OF INSURANCE

DATE: 6/7/2016
CERTIFICATE NUMBER: 20160607420175

AGENCY:
ESIX 3 LLC
d/b/a Entertainment & Sports Insurance eXports (ESIX)
d/b/a Entertainment and Sports Insurance Agency (California)
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Telephone)
678-324-3303 (Facsimile)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES
NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES
BELOW.

NAMED INSURED:
Professional Skaters Association
3006 Allegro Park SW
Rochester MN 55902

Jill Kolalis
480 Ottawa Drive
Troy MI 48085

INSURERS AFFORDING COVERAGE:
INSURER A: National Casualty Co. NAIC #: 11991

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

INS TYPE OF INSURANCE: POLICY NUMBER(S): EFFECTIVE: EXPIRES: LIMITS:
A GENERAL LIABILITY
X Occurrence KRC00000000342800 7/1/2016 7/1/2017
12:01 AM 12:01 AM
X Participant Legal Liability
X Professional Liability

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:
Covered Activities: Figure skating related instructions such as strength and harness training, conditioning, ballet/modern/jazz dance, in-line skating, plyometrics, powerspeed skating and/or power hockey by member instructors of the Professional Skaters Association

EXCLUSION-DESIGNATED OPERATIONS: Non USA based instructors/Instruction & Office Premises Liability

The General Liability policy includes $1,000,000 Each Occurrence / $2,000,000 Aggregate Abuse or Molestation Coverage

Coverage available under Nationwide Life Insurance Company policy #SFX0000027585500 is on file with the policy holder. Policy Effective Date: July 1, 2016; Policy Expiration Date: July 1, 2017. Accidental Death and Dismemberment $10,000; Excess Accidental Medica.$10,000, Deductible $2,500; Weekly Accident Income $200

CERTIFICATE HOLDER:
Jill Kolalis
480 Ottawa Drive
Troy MI 48085

NOTICE OF CANCELLATION:
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:

[Signature]
DATE: July 5, 2016
TO: Joseph A. Valentine, City Manager
FROM: Laura M. Pierce, City Clerk
SUBJECT: Special Event Request
Winter Markt

Attached is a special event application submitted by the Birmingham Shopping District requesting permission to hold the Winter Markt, in Shain Park and surrounding streets from December 2 - 4, 2016. The application has been circulated to the affected departments and approvals and comments have been noted.

As in past years, German beer and wine will be available in a fenced area in Shain Park. The Birmingham Shopping District is working to confirm the charity that will partner with Plum Market to provide the wine. The charity must obtain a temporary liquor license through the State of Michigan. In addition, this year the Community House will also sell beer and wine in a fenced area in Shain Park and must also obtain a temporary liquor license through the State of Michigan.

The following events have either been approved by the Commission or are planned to be held August and have not yet submitted an application. These events do not pose a conflict with the location of the Santa House.

<table>
<thead>
<tr>
<th>Event Name</th>
<th>Date</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree Lighting</td>
<td>Nov 23</td>
<td>Shain Park</td>
</tr>
<tr>
<td>Nativity Display</td>
<td>Nov 23 – Dec 31</td>
<td>Shain Park</td>
</tr>
<tr>
<td>Menorah Display</td>
<td>Dec 24 – Jan 1</td>
<td>Shain Park</td>
</tr>
</tbody>
</table>

SUGGESTED RESOLUTION:
To approve a request from the Birmingham Shopping District to hold the Winter Markt, in Shain Park and surrounding streets from December 2 - 4, 2016 and to allow the use of temporary liquor licenses in Shain Park for this event, contingent upon compliance with all permit and insurance requirements and payment of all fees, and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
I. **EVENT DETAILS**
- Incomplete applications will not be accepted.
- Changes in this information must be submitted to the City Clerk, in writing, at least three weeks prior to the event.

<table>
<thead>
<tr>
<th>FEES:</th>
<th>FIRST TIME EVENT:</th>
<th>$200.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL APPLICATION FEE:</td>
<td>$165.00</td>
<td></td>
</tr>
</tbody>
</table>

(Please print clearly or type)

Date of Application  **June 30, 2016**

Name of Event  **Birmingham Winter Markt**

Detailed Description of Event  (attach additional sheet if necessary)

A charming German style holiday market for everyone.

Location  **Merrill Street, Bates Street, Martin Street and Shain Park**

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours of Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/2, 12/3 and 12/4</td>
<td>3pm-9pm, 10am-9pm and 11am-4pm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date(s) of Set-up</th>
<th>Hours of Set-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/29, 11/30, 12/1 and 12/2</td>
<td>12pm-8pm, 4pm-8pm, 10pm-11pm, 6am-9am</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date(s) of Tear-down</th>
<th>Hours of Tear-down</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/4</td>
<td>4pm to 9pm</td>
</tr>
</tbody>
</table>

Organization Sponsoring Event  **Birmingham Shopping District**

Organization Address  **151 Martin Street, Birmingham**

Organization Phone  **248-530-1200**

Contact Person  **Lori Rondello**

Contact Phone  **248-530-1254**

Contact Email  **lrondello@bhamgov.org**
II. **EVENT INFORMATION**

1. Organization Type: **Birmingham Shopping District**
   (city, non-profit, community group, etc.)

2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.)
   Additional financial sponsors - TBD

3. Is the event a fundraiser? □ YES ☑ NO
   List beneficiary
   List expected income
   Attach information about the beneficiary.

4. First time event in Birmingham? □ YES ☑ NO
   If no, describe

5. Total number of people expected to attend per day: 4,000

6. The event will be held on the following City property: (Please list)
   □ Street(s) Merrill between Bates and Chester and Bates between Merrill and Martin
   □ Sidewalk(s)
   □ Park(s) Shain Park

7. Will street closures be required? □ YES ☑ NO

8. What parking arrangements will be necessary to accommodate attendance?
9. Will staff be provided to assist with safety, security and maintenance? ☑YES ☐NO
Describe BSD staff will be on sight during event.

10. Will the event require safety personnel (police, fire, paramedics)? ☑YES ☐NO
Describe on call status.

11. Will alcoholic beverages be served? ☑YES ☐NO
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? ☑YES ☐NO
☑Live ☑Amplification ☑Recorded ☑Loudspeakers
Time music will begin throughout the event.
Time music will end 9 pm on Friday & Saturday, 4 pm on Sunday
Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.

13. Will there be signage in the area of the event? ☑YES ☐NO
Number of signs/banners 2-4
Size of signs/banners A-Frame signs.
Submit a photo/drawing of the sign(s). A sign permit is required.

14. Will food/beverages/merchandise be sold? ☑YES ☐NO
• Peddler/vendor permits must be submitted to the Clerk’s Office, at least two weeks prior to the event.
• All food/beverage vendors must have Oakland County Health Department approval.
• Attach copy of Health Dept approval.
• There is a $50.00 application fee for all vendors and peddlers, in addition to the $10.00 daily fee, per location. A background check must be submitted for each employee participating at the event.
LIST OF VENDORS/PEDDLERS
(attach additional sheet if necessary)

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>GOODS TO BE SOLD</th>
<th>WATER HOOK-UP REQUIRED?</th>
<th>ELECTRIC REQUIRED?</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
III. EVENT LAYOUT

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

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

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>QUANTITY</th>
<th>COST</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Picnic Tables</td>
<td></td>
<td>6 for $200.00</td>
<td>A request for more than six tables will be evaluated based on availability.</td>
</tr>
<tr>
<td>Trash Receptacles</td>
<td>20</td>
<td>$4.00 each</td>
<td>Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.</td>
</tr>
<tr>
<td>Dumpsters</td>
<td>BSD will provide</td>
<td>$200.00 per day</td>
<td>Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.</td>
</tr>
<tr>
<td>Utilities (electric)</td>
<td>TBD # of vendors requiring utilities</td>
<td>Varies</td>
<td>Charges according to final requirements of event.</td>
</tr>
<tr>
<td>Water/Fire Hydrant</td>
<td></td>
<td>Contact the Fire Department.</td>
<td>Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.</td>
</tr>
<tr>
<td>Audio System</td>
<td></td>
<td>$200.00 per day</td>
<td>Must meet with City representative.</td>
</tr>
<tr>
<td>Meter Bags / Traffic Cones / Barricades</td>
<td># to be determined by the Police Department.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>TYPE</th>
<th>QUANTITY</th>
<th>SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tents/Canopies/Awnings</td>
<td>Approximately 50</td>
<td>various sizes</td>
</tr>
<tr>
<td>(A permit is required for tents over 120 sq ft)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Portable Toilets</td>
<td>4-6</td>
<td></td>
</tr>
<tr>
<td>Rides</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Displays</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendors</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Temporary Structure (must attach a photo)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (describe)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SIGNATURE OF APPLICANT REQUIRED

EVENT NAME  Birmingham Winter Markt
EVENT DATE  December 2-4, 2016

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

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

[Signature]  [Date]

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

- Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)

- Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk’s Office. The letter must be distributed at least two weeks prior to the Commission meeting.

- A copy of the letter and the distribution list must be submitted to the Clerk’s Office at least two weeks prior to the Commission meeting.

- If street closures are necessary, a map must be included with the letter to the affected property/business owners.
NOTIFICATION

June 30, 2016

TO: Property/Business Owner

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

NAME OF EVENT: Birmingham Winter Market (more information at www.birminghamwintermarket.org)

LOCATION:  
Shain Park, Merril Street between Henrietta and Chester; Bates Street between Martin and Merril

DATES/TIMES:  
Friday, December 2, 2016 from 3 p.m. to 9 p.m.
Saturday, December 3, 2016 from 10 a.m. to 9 p.m.
Sunday, December 4, 2016 from 11 a.m. to 4 p.m.

DATE/TIME OF CITY COMMISSION MEETING: Monday, July 11, 2016 at 7:30 p.m.

The city commission meets in room 205 of the Municipal Building at 151 Martin. A complete copy of the application to hold this special event is available for your review at the city clerk’s office (248/530-1880). To receive updates on special events held in the city log on to www.bhamgov.org/notify.

EVENT ORGANIZER: Birmingham Shopping District
ADDRESS: 151 Martin Street
PHONE: 248/530-1200

NOTIFICATION

June 30, 2016

TO: Property/Business Owner

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Saturday, December 3, 2016 from 10 a.m. to 9 p.m.
Sunday, December 4, 2016 from 11 a.m. to 4 p.m.

DATE/TIME OF CITY COMMISSION MEETING: Monday, July 11, 2016 at 7:30 p.m.

The city commission meets in room 205 of the Municipal Building at 151 Martin. A complete copy of the application to hold this special event is available for your review at the city clerk’s office (248/530-1880). To receive updates on special events held in the city log on to www.bhamgov.org/notify.

EVENT ORGANIZER: Birmingham Shopping District
ADDRESS: 151 Martin Street
PHONE: 248/530-1200
WILLKOMMEN

Birmingham Winter Markt

Friday, December 4 – 3 p.m. to 9 p.m.
Saturday, December 5 – 10 a.m. to 9 p.m.
Sunday, December 6 – 11 a.m. to 4 p.m.
LOCATED IN SHAIN PARK

For details visit www.BirminghamWinterMarkt.org

Mercedes-Benz
of Bloomfield Hills

Children's Hospital of Michigan - Troy
DMC

Mercedes-Benz Financial Services
HOLD-HARMLESS AGREEMENT

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

Applicant’s signature       6-30-16

Date
## DEPARTMENT APPROVALS

**EVENT NAME** Winter Markt  
**LICENSE NUMBER** #16-00010747  
**COMMISSION HEARING DATE** July 11, 2016  
**DATE OF EVENT** 12/2 - 12/4/2016  

**NOTE TO STAFF:** Please submit approval by **July 5, 2016**

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>APPROVED</th>
<th>COMMENTS</th>
<th>PERMITS REQUIRED</th>
<th>ESTIMATED COSTS</th>
<th>ACTUAL COSTS</th>
</tr>
</thead>
</table>
| **BUILDING**  
101-000.000.634.0005  
248.530.1850 |  | All tents and canopies to be secured with weights.  
1. All tents over 200 sq. ft. require a permit.  
2. All canopies over 400 sq. ft. require a permit.  
Mechanical permit required for all heating equipment |  | 1. 4 hours of overtime inspection cost $256.40  
Costs of permits per fee schedule. | |

| **FIRE**  
101-000.000-634.0004  
248.530.1900 | LKB | 1. No Smoking in any tents or canopy. Signs to be posted.  
2. All tents and Canopies must be flame resistant with certificate on site.  
3. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents.  
4. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed.  
5. Clear Fire Department access of | | $80 Pre event fire Inspection |
12 foot aisles must be maintained, no tents, canopies or other obstructions in the access aisle unless approved by the Fire Marshal.

6. Pre-event site inspection required.

7. All food vendors are required to have an approved 5lbs. multi-purpose (ABC) fire extinguisher on site and accessible.

8. Cords, hoses, etc. shall be matted to prevent trip hazards.

9. Exits must be clearly marked in tents/structures with an occupant load over 50 people.

10. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies.

11. A permit is required for Fire hydrant usage.

12. Do Not obstruct fire hydrants or fire sprinkler connections on buildings.

13. Provide protective barriers between hot surfaces and the public.

<p>| POLICE       | temporary liquor license required from LCC with City Commission and Chief of Police approval. Placement of signs indicating alcoholic beverages must remain within closed area where beverages are being served. Must have personnel to monitor entrance/exit area to ensure no alcoholic beverages are | $100  |</p>
<table>
<thead>
<tr>
<th>Department</th>
<th>Name</th>
<th>Notes</th>
<th>Costs Include</th>
<th>Costs</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUBLIC SERVICES</td>
<td>Carrie Laird</td>
<td>removed from the closed area. Barricades/Road closures. On duty personnel to give extra patrol.</td>
<td>COSTS INCLUDE: BARRICADE PLACEMENT AND REMOVAL, SIGN/BANNER PLACEMENT AND REMOVAL, SET UP AND CLEAN UP COSTS. A HYDRANT PERMIT MUST BE OBTAINED AND EVENT WILL BE CHARGED FOR USAGE.</td>
<td>$4,000</td>
<td></td>
</tr>
<tr>
<td>ENGINEERING</td>
<td>A.F.</td>
<td>Maintain 5’ clear pedestrian pathways on sidewalks. No damage to pavements allowed for tents, shelters, barricades, etc…</td>
<td>None</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>INSURANCE</td>
<td>CA</td>
<td>Hold Harmless on file</td>
<td>None</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>CLERK</td>
<td>LP</td>
<td>Notification letters mailed by applicant on 6/30/16. Notification addresses on file in the Clerk’s Office. Evidence of required insurance must be on file with the Clerk’s Office no later than N/A.</td>
<td>Applications for vendors license must be submitted no later than 11/18/16.</td>
<td>$165</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL DEPOSIT REQUIRED** $4,601.40

**ACTUAL COST**

---

**FOR CLERK’S OFFICE USE**

Deposit paid ____________

Actual Cost ____________

Due/Refund______________
DATE: July 7, 2016
TO: Joseph A. Valentine, City Manager
FROM: Mark H. Clemence, Chief of Police
SUBJECT: Outside Agency Agreements Fiscal Year 2016-17 - REVISED

The City Commission previously approved a master service agreement to be used by various outside agencies that request funding from the City. The following organizations have completed the required agreements and revised Attachment A, which provides a description of the services to be provided and the direct benefit of the services to the City.

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Department Budget Request Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Birmingham Bloomfield Community Coalition</td>
<td>$3,000</td>
</tr>
<tr>
<td>Birmingham Youth Assistance</td>
<td>$18,000</td>
</tr>
<tr>
<td>Common Ground</td>
<td>$1,500</td>
</tr>
<tr>
<td>Haven</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

The department request funding totals for Birmingham Bloomfield Community Coalition, Birmingham Youth Assistance, Common Ground, and Haven, and reflect the same amount of funding received by these agencies for the past fiscal year.

The police department recommends approving the (4) attached service contracts for 2016-17 outside agency agreements.

Sufficient funds have been budgeted in the police department other contracted services account #101-301-000-811.0000 to provide for these contracts.

Suggested Resolution:

To approve the 2016-2017 outside agency contracts for Birmingham Bloomfield Community Coalition in the amount of $3,000, Birmingham Youth Assistance in the amount of $18,000, Common Ground in the amount of $1,500, Haven in the amount of $2,000, and, further authorizing and directing the mayor and city clerk to sign the agreements on behalf of the city.
SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ___ day of ____________, 2016 by and between the CITY OF BIRMINGHAM, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and Birmingham Bloomfield Community Coalition, whose address is 1525 Covington Road, Bloomfield Hills, MI 48301 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth on Attachment A; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.

2. The CITY shall pay a total of $3,000.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.

3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.
4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

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

7. 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.

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, 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. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE
PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at
intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person
for whom SERVICE PROVIDER 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, including reasonable attorney fees, 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, which arises out
of or is in any way connected or associated with this Agreement. Such responsibility shall not be
construed as liability for damage caused by or resulting solely from the act or omission of the CITY,
its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER 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. All
certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER
shall maintain during the life of this Agreement the types of insurance coverage and minimum limits
as set forth below:

A. **Workers' Compensation Insurance:** SERVICE PROVIDER shall procure and
maintain during the life of this contract, Workers' Compensation Insurance,
including Employers Liability Coverage, in accordance with all applicable
statutes of the State of Michigan.

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

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

D. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds:* The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.

E. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.

F. **Proof of Insurance Coverage:** SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.

   1. Two (2) copies of Certificate of Insurance for Workers' Compensation;
   2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
   3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
   4. If so requested, Certified Copies of all policies mentioned above will be furnished.

G. **Coverage Expiration:** If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.
12. 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 SERVICE PROVIDER, the CITY shall have the right to terminate this Agreement without further liability to SERVICE PROVIDER if the disqualification has not been removed within thirty (30) days after the CITY has given SERVICE PROVIDER notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

13. 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. This Agreement shall be governed by the laws of the State of Michigan 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.

14. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as
specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. 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. SERVICE PROVIDER, including its employees and contractors, 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 and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
The said parties have caused this Agreement to be executed as of the date and year above written.

THE CITY OF BIRMINGHAM

By: ____________________________
    Rackeline J. Hoff, Mayor

By: ____________________________
    Laura M. Pierce, City Clerk

[SERVICE PROVIDER]

By: ____________________________
    Carol Mastroianni

Its: Executive Director

APPROVED:

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

Mark H. Clemence, Chief of Police
(Approved as to substance)

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

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

I. Funding Request: $4,000.00 for the Birmingham Bloomfield Community Coalition (BBCC)

II. Amount of Funding Previously Received From City: $3,000.00

III. Organization’s Purpose or Mission with Emphasis on how Organization Serves the City:

The mission of BBCC is to raise awareness and mobilize the entire community to prevent the abuse of alcohol, tobacco and other drugs, with a primary focus on our youth. BBCC is also working to remove the stigma surrounding mental health issues so young people will be identified early to receive the necessary support and resources. While working with the public and private schools, local law enforcement, and other community groups, BBCC is able to reach and challenge individuals in all community sectors to initiate, encourage and support prevention efforts. The vision of BBCC is:

- Low risk use of alcohol by those of legal age
- No use of alcohol or tobacco by those underage
- No use of illegal substances by anyone
- No misuse of prescription drugs by anyone
- To remove the stigma associated mental health and substance abuse issues so individuals can receive the support and resource needed for these diseases

IV. Date(s) of Service(s):

- July 2016 - Band Jam/info table during Day on the Town
- November 2016 through June 2017 – Middle School Transitions Program (dependant upon the schools’ schedule)
- March/April 2017 - Parents Who Host Campaign

V. Description of Services to be Provided (Scope of Work):

**Band Jam** is a substance free event for youth and families, held in downtown Birmingham during Day on the Town on July 23, 2016. We will utilize this event to test new campaign concepts developed by teens for teens, to interact with the greater community about substance use prevention for our youth, and provide talented teens with a place to showcase their musical talents.

**The Parents Who Host Campaign** provides parents of 9th-12th graders, at our public and private high schools, valuable information to help make teen parties safe and ensure parents know the local laws. We also include information on how to teen proof your home and how to properly dispose of unwanted medicines. This mailing will go out in April 2017 just in time for prom and graduation season

**BBCC’s Middle School Transitions Program**. "The Truth and Consequences of Substance Use,” presents compelling facts on alcohol, marijuana, tobacco, hookah, and prescription drugs in a unique interactive and educational way that also utilizes the data from our own Bi-Annual Teen Drug and Alcohol Survey with a focus on the actual versus perceived drug and alcohol use. The students’ responses are immediately seen “live” during the session both highlighting and correcting the misperception that exists between what the eighth grade students’ think drug and
alcohol use is in high school and what it actually is. Students learn about the developing brain and are shown brain scans of what healthy, non-substance using teen brains look like compared to the brains of teen substance users. When available, students from the feeder high school and Youth Action Board participate by answering questions the eighth graders may have. What typically takes place is a mentor dialogue with the high school teens advising the eighth graders about all that they can expect and get involved with; coping and refusal skills; and what the transition is really like. Even if high school teens are not available to attend the actual presentation, the eighth graders are able to submit questions to be answered by the teens as well as watch a video of the teens answering the most popular questions.

VI. Describe Direct Benefit of Services to Birmingham Residents:

- Positive, safe and fun events for youth and families
- Leadership training and opportunities for youth
- Substance abuse education for teens, parents, schools and the broader community
- Reduction of underage use of tobacco and alcohol
- Promotion of healthy choices made by majority of community
- Collaboration with twelve community sectors in substance abuse and mental health prevention
- Direct education of high school families about the social hosting laws and subsequent consequences
- Reduction in number of underage parties serving alcohol
- More unwanted medicines being properly disposed of to reduce access by those who the medication is not prescribed

VII. Provide a detailed list of services provided in the 2015-2016 Fiscal Year (July 1, 2015 - June 30, 2016). Include the following for each quarter:

- Explanation of how the funds were used:
- Explanation of the service provided
- Date/Time services provided
- Number of Birmingham residents in attendance/effected by service

**First Quarter (July 1, 2015 - September 30, 2015)**

- Explanation of how the funds were used: Program staff time, supplies, informational materials, and equipment.
- Explanation of the service provided: Provided teen bands and performers as entertainment; had Youth Action Board (YAB) teens staff the table and provide attendees with information about the YAB, substance abuse prevention, properly disposing of unwanted medications, and other related information. Had Miss Oakland County, Kaitlyn Krizanic in attendance talking about her platform “Above the Influence” and representing BBCC.
- Date/Time services provided: Saturday, July 25, 2015, 9:00 a.m. – 7:00 p.m.
- Number of Birmingham residents in attendance/effected by service: According to the Birmingham Shopping District, they estimate 10k – 15k in attendance and 1/3 or approximately 4,200 visit our performance stage.

**Second Quarter (October 1, 2015 - December 31, 2015)**

N/A
Third Quarter (January 1, 2016 - March 31, 2016)

January 2016 Teen Talent Palooza (formerly Battle of the Bands)

- Explanation of how the funds were used: Program staff time
- Explanation of the service provided: This event showcased the talents of our area’s teens in a unique way and brought together teens, families and people of all ages for a fun, safe and substance-free evening.
- Date/Time services provided: Friday, January 15, 7:30 p.m. – 10:30 p.m.
- Number of Birmingham residents in attendance/effected by service: Approximately 50 teens and adults of the 125 in attendance. Replay of the event via Birmingham Cable TV makes this event available to all Birmingham residents.

Covey 7 Habits of Highly Effective Teens Training

- Explanation of how the funds were used: Program staff time
- Explanation of the service provided: To be a Teen in today's world is a challenge in and of itself. The 7 Habits of Highly Effective Teens are essentially seven characteristics that happy and successful teens all over the world have in common. Habits 1, 2, and 3 deal with self-mastery called the "Private Victory®." Habits 4, 5, and 6 deal with relationships and teamwork, or the "Public Victory®." The last habit, Habit 7, is the habit of renewal. It feeds all of the other six habits. The training provides students with a step-by-step framework for boosting self-image, building friendships, resisting peer pressure, achieving goals, improving communication and relationships with parents, and much more. The habits build upon each other and foster behavioral change and improvement from the inside out.
- Date/Time services provided: Saturday, March 12, 12 p.m. – 4:30 p.m.
- Number of Birmingham residents in attendance/effected by service: 6 high school teens directly; their families and friends indirectly.

Parents Who Host Mailing Campaign

- Explanation of how the funds were used: Program staff time
- Explanation of the service provided: In partnership with the five municipalities we work with including the Birmingham Police Department, parents of 9th-12th graders from Roeper, Seaholm, Groves, Brother Rice, Marian, Detroit Country Day, Academy of the Sacred Heart, Cranbrook, Bloomfield Hills High, International Academy, and the alternative high schools are sent valuable information to help make teen parties safe and ensure parents know the local laws. We also include information on how to teen proof your home and how to properly dispose of unwanted medicines. This mailing was assembled in March/April and sent out in April, just in time for prom and graduation season.
- Date/Time services provided: Assembled mailing throughout March and April
- Number of Birmingham residents in attendance/effected by service: Approximately 1,500 families directly; friends and relatives indirectly.
Fourth Quarter (April 1, 2016 – June 30, 2016)

Parents Who Host Mailing Campaign

- Explanation of how the funds were used: Program staff time
- Explanation of the service provided: In partnership with the five municipalities we work with including the Birmingham Police Department, parents of 9th-12th graders from Roeper, Seaholm, Groves, Brother Rice, Marian, Detroit Country Day, Academy of the Sacred Heart, Cranbrook, Bloomfield Hills High, International Academy, and the alternative high schools are sent valuable information to help make teen parties safe and ensure parents know the local laws. We also include information on how to teen proof your home and how to properly dispose of unwanted medicines. This mailing was assembled in March/April and sent out in April, just in time for prom and graduation season.
- Date/Time services provided: Assembled mailing throughout March and April
- Number of Birmingham residents in attendance/effected by service: Approximately 1,500 families

CHOICES 2015: Youth-led Dialogue Day

- Explanation of how the funds were used: Program staff time
- Explanation of the service provided: The Youth Action Board (YAB) plans this event for teens in the community to gather and discuss teen substance use and making the right choices – with a majority forum of teens from other schools in Birmingham and Bloomfield Hills. The keynote speakers were The Honorable Judge Diane D’Agostini from the 48th District Court and Justin Zabel, a young person in recovery. Judge D’Agostini is dedicated to educating students about the law and helping teens understand the ramifications of their decisions involving substance abuse. Live court sessions are brought to demonstrate the very real-life, harsh consequences that come with the impulsive decisions some of us make to use drugs and alcohol. Following the court session, participants hear from Judge D’Agostini (directly), and then, Justin Zabel, a former West Bloomfield High School student, currently living, attending college and working in the community, who is in recovery, and mentors/sponsors others in recovery. Following the court cases and speaker, students and adults breakout into smaller, separate groups and have an opportunity dialogue, share their experiences, reactions, and solutions.
- Date/Time services provided: Tuesday, March 26, 8:00 a.m. – 12:30 p.m.
- Number of Birmingham residents in attendance/effected by service: Approximately 45 teens and adults directly impacted; their family and friends indirectly impacted.

Please note: Organizations receiving funding are required to provide invoices to the City for services coinciding with the timing of the delivery of those services.
SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ___ day of ____________, 2016 by and between the CITY OF BIRMINGHAM, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and Birmingham Youth Assistance Committee, whose address is 2436 W. Lincoln, Suite F102, Birmingham, MI 48009 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth on Attachment A; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.

2. The CITY shall pay a total of $18,000.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.

3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.
4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

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

7. 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.

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, 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. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER’s employees or contractors who work pursuant to this Agreement. SERVICE
PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person for whom SERVICE PROVIDER 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, including reasonable attorney fees, 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, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting solely from the act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER 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. All certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance: SERVICE PROVIDER shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

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

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

D. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.

E. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.

F. **Proof of Insurance Coverage:** SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.

   1. Two (2) copies of Certificate of Insurance for Workers' Compensation;
   2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
   3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
   4. If so requested, Certified Copies of all policies mentioned above will be furnished.

G. **Coverage Expiration:** If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.
12. 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 SERVICE PROVIDER, the CITY shall have the right to terminate this Agreement without further liability to SERVICE PROVIDER if the disqualification has not been removed within thirty (30) days after the CITY has given SERVICE PROVIDER notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

13. 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. This Agreement shall be governed by the laws of the State of Michigan 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.

14. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as
specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. 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. SERVICE PROVIDER, including its employees and contractors, 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 and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
The said parties have caused this Agreement to be executed as of the date and year above written.

THE CITY OF BIRMINGHAM

By: ______________________________
    Rackeline J. Hoff, Mayor

By: ______________________________
    Laura M. Pierce, City Clerk

[SERVICE PROVIDER]

By: ______________________________
    Ruben Myers

Its: Chairperson

APPROVED:

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

Mark H. Clemence, Chief of Police
(Approved as to substance)

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

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

I. Funding Request: 2016/2017 $21,000

II. Amount of Funding Previously Received From City: $18,000

III. Organization’s Purpose or Mission with Emphasis on how Organization Serves the City:

The mission of Birmingham Youth Assistance is to strengthen youth and families and to reduce the incidence of delinquency, abuse and neglect through community involvement. BYA is a partnership of the Oakland County Circuit Court – Family Division; the City of Birmingham and the Villages of Beverly Hills, Bingham Farms and Franklin; the Birmingham Public Schools; and community volunteers.

Birmingham Youth Assistance implements its mission through a two-part program. The first component provides family-focused casework services to youth and families residing within the boundaries of the Birmingham Public School District. The second component is various volunteer-based programs, described below.

IV. Date(s) of Services(s): July 1, 2016 – June 30, 2017

V. Description of Services to be Provided (Scope of Work):

   A. Casework/Counseling

   Short-term counseling and casework services, offered year-round, available during and after school hours, for youth and their families referred by police, school counselors or administrators, or parents.

   These services include both preventing juvenile offenses and diverting at-risk youth from the court system, saving the community the costs of prosecution and incarceration.

   In 2015, Birmingham Youth Assistance’s caseworker referrals continued at a steady rate from both the schools and the Birmingham Police Department. Casework services have expanded to incorporate more group work and training to help accommodate the increased number of complex referrals. Of the 48 new referrals, 24 were from the Birmingham community.

   • Additionally, the caseworker has responsibility for local children re-entering the community upon completion of formal court placement. BYA had three for 2015/2016.

Birmingham Youth Assistance continues to retain its full-time County-paid caseworker (not the situation for all Youth Assistance communities) to meet these needs, thanks to strong support from our municipalities, schools, and BYA volunteers.
B. **Prevention Programs and Positive Alternatives, including:**

**Camp** – Camp Scholarships for children from families in financial and/or emotional need.

**Youth Enrichment Program** – Designed to assist caseload families and provide skill building opportunities to their children. This includes but is not limited to: after school tutoring, special camps or clubs, and after school activities. These funds are also used to help offset the costs of boot camp and/or treatment based modalities.

**Support Groups for Children & Youth** – After-school and/or evening support groups may be offered to children and youth struggling with divorce, anger, anxiety, and peer relationships.

**Family Education** – Teaching parenting skills through classes and workshops. This also provides for group classes offered to youth and parents.

**Mentors Plus** – This is a county based one-to-one program that matches youth who need an extra-supportive relationship with a positive adult role model.

**Shoplifting Program** – A program for fifth grade classes that included a nationally recognized video and presentations by a police school-liaison officer and the Birmingham Youth Assistance caseworker.

**Youth – in – Service Recognition** – A recognition program to honor youth in the community for performing outstanding volunteer service.

C. **Public Relations and Events for Children and Families:**

Some of these events charge an admittance fee to reduce program costs, but the main focus is to raise awareness of Birmingham Youth Assistance in the community and what BYA offers local youth and families, while providing a family fun event.

**Breakfast with Santa** – An annual seasonal event for young children and their families. Non-caseload youth and their families pay for the breakfast, which often is their first exposure to Birmingham Youth Assistance, in a positive setting.

**Kids’ Dog Show** – this annual event features a “Best in Show” trophy, ribbons, and a T-shirt design contest, targeting pre-school, elementary and middle school age children and their families.

**Touch-a-Truck** – An annual family-oriented event for pre-school and elementary school age children, it features a variety of commercial and local municipality vehicles.

**Birmingham Farmer’s Market and Day on the Town** – BYA volunteers donate time to help run the Kid’s Zone which entails providing a craft for young children while sharing the BYA mission with parents and patrons of these community wide events.
D. Fundraising:

BYA RedRaiser – Our RedRaisers are our signature fundraising events developed to help raise funds for programming. Our plan is to offer these events annually or bi-annually as the opportunity arises.

- Holiday Concert
- The Bird & The Bread

VI. Describe Direct Benefit of Services to Birmingham Residents:

Through its intervention and prevention programs, Birmingham Youth Assistance helps prevent and reduce juvenile delinquency, child abuse and child neglect in this community.

The services of Birmingham Youth Assistance continues to relieve the City of Birmingham from providing these vital services directly using City personnel and facilities, and saves the much greater costs of sending these youth through the court and corrections facilities. An average stay at Children’s Village is $30,420 vs. $300 for BYA services.

Birmingham Youth Assistance is a unique and irreplaceable asset in the community. We are proud to celebrate more than 50 years of serving the Birmingham Community.

VII. Provide a detailed list of services provided in the 2015-2016 Fiscal Year (July 1, 2015 – June 30, 2016). Include the following for each quarter:

- Explanation of how the funds were used
- Explanation of the service provided
- Date/Time services provided
- Number of Birmingham residents in attendance/effected by service

First Quarter (July 1, 2015 – September 30, 2015)

- Explanation of how funds are used:
  - Operational expenses - $7,428.64
  - Program & Event Expenses:
    - Camperships $5,965.00
    - Enrichment $353.88
    - Farmer’s Market Craft $237.92
    - Total expense $6,556.80

- Explanation of the service provided

Please be advised, in addition to the programing listed below, BYA provides on-going casework services to families in your community. Caseworker services are our primary focus and provide for daily counseling services in the offices as well as out of office school visits to children in need of direction. Referrals are submitted not only through the BPD but also by school personnel. BYA prevention services are afforded to all children that resided within the Birmingham Public School District with many of the schools being housed within the parameters of the City of Birmingham, specifically; Quarton, Pierce, Derby and Seaholm.
• Number of Birmingham residents in attendance/effected by service

  o Day on the Town – Saturday, July 25, 2015 – varies based upon attendance of this event offered by the Principal Shopping District. Our volunteers worked in the Kid’s Zone, interacting with attendees and explaining BYA services and programs.
  o Farmer’s Market – Sunday, September 13, 2015 – varies based upon attendance of this event offered by the Principal Shopping District. Our volunteers worked in the Kid’s Zone, interacting with attendees and explaining BYA services and programs.

Second Quarter (October 1, 2015 – December 31, 2015)

• Explanation of how funds are used:
  o Operational expenses - $8,649.99
  o Program & Event expenses:
    ✓ Enrichment $250.00
    ✓ Camperships $330.00
    ✓ Annual Meeting $289.66
    ✓ Breakfast with Santa $1,178.33
    ✓ Holiday Concert $3,204.80
    Total expense $5,252.79

• Explanation of the service provided

Please be advised, in addition to the programing listed below, BYA provides on-going casework services to families in your community. Caseworker services are our primary focus and provide for daily counseling services in the offices as well as out of office school visits to children in need of direction. Referrals are submitted not only through the BPD but also by school personnel. BYA prevention services are afforded to all children that resided within the Birmingham Public School District with many of the schools being housed within the parameters of the City of Birmingham, specifically; Quarton, Pierce, Derby and Seaholm.

• Number of Birmingham residents in attendance/effected by service

  o Farmer’s Market – Sunday, October 4, 2015– varies based upon attendance of this event offered by the Principal Shopping District. Our volunteers worked in the Kid’s Zone, interacting with attendees and explaining BYA services and programs.
  o Breakfast with Santa – Saturday, December 5, 2015 – we had 300 attendees at this event that is co-sponsored by The Community House in Birmingham.
  o Holiday Concert – Tuesday, December 8, 2015 – we had 101 attendees at this event that was co-sponsored by the Emagine Theatre.
**Third Quarter (January 1, 2016 – March 31, 2016)**

- **Explanation of how funds are used:**
  - Operational expenses - $6,901.76
  - Program & Event expenses:
    - Enrichment $78.51
    - Breakfast with Santa $116.50
    - The Bird & The Bread $7.73
    - Youth in Service $98.00
    - Kids’ Dog Show $1,645.75
    - Total expense $1,946.49

- **Explanation of the service provided**

Please be advised, in addition to the programming listed below, BYA provides on-going casework services to families in your community. Caseworker services are our primary focus and provide for daily counseling services in the offices as well as out of office school visits to children in need of direction. Referrals are submitted not only through the BPD but also by school personnel. BYA prevention services are afforded to all children that resided within the Birmingham Public School District with many of the schools being housed within the parameters of the City of Birmingham, specifically; Quarton, Pierce, Derby and Seaholm.

- **Number of Birmingham residents in attendance/effected by service**
  - Kids’ Dog Show – Sunday, February 28, 2016 – we had 246 attendees at this fun family event.

**Fourth Quarter (April 1, 2016 – June 30, 2016)**

- **Explanation of how funds are used:**
  - Operational expenses - $5,214.79
  - Program & Event expenses:
    - Youth in Service $2,593.00
    - Enrichment $266.46
    - Touch-a-Truck $366.35
    - Campership $422.00
    - Total expenses $3,647.81

- **Explanation of the service provided**

Please be advised, in addition to the programming listed below, BYA provides on-going casework services to families in your community. Caseworker services are our primary focus and provide for daily counseling services in the offices as well as out of office school visits to children in need of direction. Referrals are submitted not only through the BPD but also by school personnel. BYA prevention services are afforded to all children that resided within the Birmingham Public School District with many of the schools being
housed within the parameters of the City of Birmingham, specifically; Quarton, Pierce, Derby and Seaholm.

- Number of Birmingham residents in attendance/effected by service
  
  o Youth in Service – Wednesday, April 20, 2016 – 31 nominees were honored, we had 155 attendees at this event that honors local teens for their volunteerism in our community.
  o Touch-a-Truck – Saturday, May 21, 2016 – we had over 200 families attend this fun family event.
  o RedRaiser – Tuesday, June 14, 2016 – we had 75 attendees at this event co-sponsored by The Bird & The Bread

- Birmingham Youth Assistance primarily applies municipality monies towards client and casework services.
SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ___ day of ____________, 2016 by and between the CITY OF BIRMINGHAM, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and Common Ground Sanctuary, whose address is 1410 S. Telegraph, Bloomfield Hills, MI 48302 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth on Attachment A; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.

2. The CITY shall pay a total of $1,500.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.

3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.
4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

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

7. 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.

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, 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. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER’s employees or contractors who work pursuant to this Agreement. SERVICE
PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at
intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person
for whom SERVICE PROVIDER 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, including reasonable attorney fees, 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, which arises out
of or is in any way connected or associated with this Agreement. Such responsibility shall not be
construed as liability for damage caused by or resulting solely from the act or omission of the CITY,
its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER 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. All
certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER
shall maintain during the life of this Agreement the types of insurance coverage and minimum limits
as set forth below:

A. **Workers' Compensation Insurance**: SERVICE PROVIDER shall procure and
maintain during the life of this contract, Workers' Compensation Insurance,
including Employers Liability Coverage, in accordance with all applicable
statutes of the State of Michigan.

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

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

D. **Additional Insured**: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.

E. **Cancellation Notice**: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.

F. **Proof of Insurance Coverage**: SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.

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

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

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

   4. If so requested, Certified Copies of all policies mentioned above will be furnished.

G. **Coverage Expiration**: If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.
12. 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 SERVICE PROVIDER, the CITY shall have the right to terminate this Agreement without further liability to SERVICE PROVIDER if the disqualification has not been removed within thirty (30) days after the CITY has given SERVICE PROVIDER notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

13. 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. This Agreement shall be governed by the laws of the State of Michigan 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.

14. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as
specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. 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. SERVICE PROVIDER, including its employees and contractors, 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 and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
The said parties have caused this Agreement to be executed as of the date and year above written.

THE CITY OF BIRMINGHAM

By: __________________________
Racketline J. Hoff, Mayor

By: __________________________
Laura M. Pierce, City Clerk

[SERVICE PROVIDER]

By: __________________________
Heather Rae

Its: President and CEO

APPROVED:

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

______________________________
Mark H. Clemence, Chief of Police
(Approved as to substance)

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

______________________________
Mark Gerber, Director of Finance
(Approved as to financial obligation)
I. Funding Request: ___$1,500_______________________________________________

II. Amount of Funding Previously Received From City: ____$1,500___________________

III. Organization's Purpose or Mission with Emphasis on how Organization Serves the City:
Common Ground is requesting funding in the amount of $1,500 from the City of Birmingham to help support our efforts to respond to crisis, provide safety and advocacy, and build a community of support to your residents.

Common Ground has a strong connection to the City of Birmingham as we originated in 1971 in Birmingham, near the corner of Woodward and Adams Avenues. With an effort of a few local students supported by caring adults, this once small office with a modest budget, has grown into an agency serving people in Michigan and well beyond our geographic boarders.

Common Ground, a nonprofit agency whose core purpose is “Helping People Move from Crisis to Hope”, has been dedicated to helping youths, adults, and families in crisis. The agency’s programs provide services in three distinct impact areas.

First, responding to crisis: the agency provides 24-hour crisis telephone, text, chat and face to face crisis intervention, 24-hour psychiatric emergency services, and free legal services.

Second, providing safety and advocacy: the agency provides shelter and supported housing for runaway and homeless youth and intervention for victims of crime.

Third, building communities of support: the agency provides ongoing support groups and education for survivors of suicide, survivors of homicide, survivors of domestic violence, Mental Health First Aid, Love and Logic, and Parent Support group for parents struggling with special need children.

Common Ground’s programs serve as a lifeline for youth, families in crisis, victims of crime, people with mental illness and others in the City of Birmingham and surrounding communities.
IV. Date(s) of Service(s): July 1, 2016 – June 30, 2017

V. Description of Services to be Provided (Scope of Work):

Please see the attached description of programs

VI. Describe Direct Benefit of Services to Birmingham Residents: Common Ground is available to help anyone in crisis. Our many programs help people from all walks of life and most of our services are free. 91% of all funding goes directly to service and help is just a phone call away 1(800) 231-1127. Last year we served 161 people who were Birmingham residents with the cost of services in the amount of $28,847.
VII. Provide a detailed list of services provided in the 2015-2016 Fiscal Year (July 1, 2015 – June 30, 2016). Include the following for each quarter:

- Explanation of how the funds were used
- Explanation of the service provided
- Date/Time services provided
- Number of Birmingham residents in attendance/effected by service

**First Quarter (July 1, 2015 - September 30, 2015)**

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<thead>
<tr>
<th>Quarter 1 Jul - Sep</th>
<th>People Served</th>
<th>Cost per unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Runaway &amp; Homeless Youth Services</td>
<td>0</td>
<td>$2,465.00</td>
<td>$ -</td>
</tr>
<tr>
<td>Free Legal Services Clinic</td>
<td>3</td>
<td>$45.00</td>
<td>$135.00</td>
</tr>
<tr>
<td>Resource &amp; Crisis/Text/Chat Helpline</td>
<td>15</td>
<td>$16.00</td>
<td>$240.00</td>
</tr>
<tr>
<td>Oakland Assessment &amp; Crisis Intervention Service</td>
<td>2</td>
<td>$670.00</td>
<td>$1,340.00</td>
</tr>
<tr>
<td>Parent Support Partners</td>
<td>0</td>
<td>$400.00</td>
<td>$ -</td>
</tr>
<tr>
<td>Access Department</td>
<td>4</td>
<td>$163.00</td>
<td>$652.00</td>
</tr>
<tr>
<td>Kevin's Law</td>
<td>0</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Oakland Crisis Intervention Response Team</td>
<td>0</td>
<td>$739.00</td>
<td>$ -</td>
</tr>
<tr>
<td>Serious Emotional Disturbances Wavier Program</td>
<td>0</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Utilization Review</td>
<td>0</td>
<td>$166.00</td>
<td>$ -</td>
</tr>
</tbody>
</table>

**Second Quarter (October 1, 2015 - December 31, 2015)**

<table>
<thead>
<tr>
<th>Quarter 2 Oct - Dec</th>
<th>People Served</th>
<th>Cost per unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Runaway &amp; Homeless Youth Services</td>
<td>0</td>
<td>$2,465.00</td>
<td>$ -</td>
</tr>
<tr>
<td>Free Legal Services Clinic</td>
<td>5</td>
<td>$45.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>Resource &amp; Crisis/Text/Chat Helpline</td>
<td>24</td>
<td>$16.00</td>
<td>$384.00</td>
</tr>
<tr>
<td>Oakland Assessment &amp; Crisis Intervention Service</td>
<td>11</td>
<td>$670.00</td>
<td>$7,370.00</td>
</tr>
<tr>
<td>Parent Support Partners</td>
<td>1</td>
<td>$400.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>Access Department</td>
<td>3</td>
<td>$163.00</td>
<td>$489.00</td>
</tr>
<tr>
<td>Kevin's Law</td>
<td>0</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Oakland Crisis Intervention Response Team</td>
<td>0</td>
<td>$739.00</td>
<td>$ -</td>
</tr>
<tr>
<td>Serious Emotional Disturbances Wavier Program</td>
<td>0</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Utilization Review</td>
<td>1</td>
<td>$166.00</td>
<td>$166.00</td>
</tr>
</tbody>
</table>
### Third Quarter (January 1, 2016 – March 31, 2016)

<table>
<thead>
<tr>
<th>Service</th>
<th>People Served</th>
<th>Cost per unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Runaway &amp; Homeless Youth Services</td>
<td>0</td>
<td>$2,465.00</td>
<td>-</td>
</tr>
<tr>
<td>Free Legal Services Clinic</td>
<td>4</td>
<td>$45.00</td>
<td>$180.00</td>
</tr>
<tr>
<td>Resource &amp; Crisis/Text/Chat Helpline</td>
<td>14</td>
<td>$16.00</td>
<td>$224.00</td>
</tr>
<tr>
<td>Oakland Assessment &amp; Crisis Intervention</td>
<td>8</td>
<td>$670.00</td>
<td>$5,360.00</td>
</tr>
<tr>
<td>Parent Support Partners</td>
<td>0</td>
<td>$400.00</td>
<td>-</td>
</tr>
<tr>
<td>Access Department</td>
<td>1</td>
<td>$163.00</td>
<td>$163.00</td>
</tr>
<tr>
<td>Kevin's Law</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Oakland Crisis Intervention Response Team</td>
<td>3</td>
<td>$739.00</td>
<td>$2,217.00</td>
</tr>
<tr>
<td>Serious Emotional Disturbances Wavier Program</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Utilization Review</td>
<td>0</td>
<td>$166.00</td>
<td>-</td>
</tr>
</tbody>
</table>

### Fourth Quarter (April 1, 2016 – June 30, 2016)

<table>
<thead>
<tr>
<th>Service</th>
<th>People Served</th>
<th>Cost per unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Runaway &amp; Homeless Youth Services</td>
<td>0</td>
<td>$2,465.00</td>
<td>-</td>
</tr>
<tr>
<td>Free Legal Services Clinic</td>
<td>4</td>
<td>$45.00</td>
<td>$180.00</td>
</tr>
<tr>
<td>Resource &amp; Crisis/Text/Chat Helpline</td>
<td>38</td>
<td>$16.00</td>
<td>$608.00</td>
</tr>
<tr>
<td>Oakland Assessment &amp; Crisis Intervention</td>
<td>11</td>
<td>$670.00</td>
<td>$7,370.00</td>
</tr>
<tr>
<td>Parent Support Partners</td>
<td>0</td>
<td>$400.00</td>
<td>-</td>
</tr>
<tr>
<td>Access Department</td>
<td>6</td>
<td>$163.00</td>
<td>$978.00</td>
</tr>
<tr>
<td>Kevin's Law</td>
<td>1</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Oakland Crisis Intervention Response Team</td>
<td>0</td>
<td>$739.00</td>
<td>-</td>
</tr>
<tr>
<td>Serious Emotional Disturbances Wavier Program</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Utilization Review</td>
<td>1</td>
<td>$166.00</td>
<td>$166.00</td>
</tr>
</tbody>
</table>

The total number of Birmingham residents served in fiscal year 2015/2016 was 161 for a total cost of $28,847.

Please note: Organizations receiving funding are required to provide invoices to the City for services coinciding with the timing of the delivery of those services.
SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ___ day of ____________, 2016 by and between the CITY OF BIRMINGHAM, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and HAVEN, whose address is P.O. Box 431045, Pontiac, MI 48343-1045 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth on Attachment A; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.

2. The CITY shall pay a total of $2,000.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.

3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.
4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

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

7. 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.

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, 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. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER’s employees or contractors who work pursuant to this Agreement. SERVICE
PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person for whom SERVICE PROVIDER 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, including reasonable attorney fees, 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, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting solely from the act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER 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. All certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance: SERVICE PROVIDER shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance: SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence for 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
C. **Motor Vehicle Liability**: SERVICE PROVIDER shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. **Additional Insured**: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.

E. **Cancellation Notice**: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.

F. **Proof of Insurance Coverage**: SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.

   1. Two (2) copies of Certificate of Insurance for Workers' Compensation;
   2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
   3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
   4. If so requested, Certified Copies of all policies mentioned above will be furnished.

G. **Coverage Expiration**: If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.
12. 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 SERVICE PROVIDER, the CITY shall have the right to terminate this Agreement without further liability to SERVICE PROVIDER if the disqualification has not been removed within thirty (30) days after the CITY has given SERVICE PROVIDER notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

13. 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. This Agreement shall be governed by the laws of the State of Michigan 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.

14. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as
specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. 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. SERVICE PROVIDER, including its employees and contractors, 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 and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
The said parties have caused this Agreement to be executed as of the date and year above written.

THE CITY OF BIRMINGHAM

By: __________________________
    Rackeline J. Hoff, Mayor

By: __________________________
    Laura M. Pierce, City Clerk

[SERVICE PROVIDER]

By: __________________________
    Beth Morrison

Its: President and CEO

APPROVED:

[Signature]
Joseph A. Valentine, City Manager
(Approved as to substance)

[Signature]
Mark H. Clemence, Chief of Police
(Approved as to substance)

[Signature]
Timothy B. Currier, City Attorney
(Approved as to form)

[Signature]
Mark Gerber, Director of Finance
(Approved as to financial obligation)
I. Funding Request: __ $2,000.00

II. Amount of Funding Previously Received From City: ___ $2,000.00

III. Organization’s Purpose or Mission with Emphasis on how Organization Serves the City: 
HAVEN is a 501c3 non-profit organization that has been building violence-free communities one family at a time for over 40 years. HAVEN’s mission is to eliminate sexual assault and domestic violence and to empower survivors through advocacy and social change in and around Oakland County. HAVEN is the only agency in Oakland County devoted to providing advocacy, education, counseling and emergency shelter for victims of domestic and sexual violence.

IV. Date(s) of Service(s): _____ FY 2016-2017

V. Description of Services to be Provided (Scope of Work): 24/7 Crisis and Support Line
- 24/7 Emergency Shelter
- Victim/Court Advocacy and support
- Individual and Group Counseling Services for victims (adults and children)
- Personal Protection Order Assistance
- START (Safe Therapeutic Assault Response Team) Forensic Exams

VI. Describe Direct Benefit of Services to Birmingham Residents:

HAVEN’s victim services are available to Birmingham residents at no cost and most services are available 24/7. This provides a safety net to those Birmingham residents who are experiencing the trauma of domestic and/or sexual violence.
VII. Provide a detailed list of services provided in the 2015-2016 Fiscal Year (July 1, 2015 – June 30, 2016). Include the following for each quarter:

- Explanation of how the funds were used
- Explanation of the service provided
- Date/Time services provided
- Number of Birmingham residents in attendance/effected by service

First Quarter (July 1, 2015 – September 30, 2015)
Services provided between 7/1/2015 – 9/30/2015.
Counseling program – 5 clients served
Personal Protection Order – 2 clients served
Social Action/Court Advocacy – 5 clients served
START Program – 1 client served

Second Quarter (October 1, 2015 – December 31, 2015)
Services provided between 10/1/2015 – 12/31/2015
Counseling program – 1 clients served
Personal Protection Order – 1 clients served
Social Action/Court Advocacy – 3 clients served

Third Quarter (January 1, 2016 – March 31, 2016)
Services provided between 01/1/2016 – 03/31/2016
Counseling program – 3 clients served
Social Action/Court Advocacy – 1 clients served

Fourth Quarter (April 1, 2016 – June 30, 2016)
Services provided between 04/1/2016 – 06/30/2016
Counseling program – 2 clients served
Social Action/Court Advocacy – 2 clients served
START Program – 3 clients served

Please note: Organizations receiving funding are required to provide invoices to the City for services coinciding with the timing of the delivery of those services.
<table>
<thead>
<tr>
<th>HAVEN Program Name</th>
<th>2015 HAVEN Cost Per Client</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Residential</strong></td>
<td>$3,231</td>
</tr>
<tr>
<td>Emergency shelter for victims of domestic violence and their children. Services include: Room and Board, food, clothing, transportation, counseling and advocacy.</td>
<td>Average 30 days of shelter</td>
</tr>
<tr>
<td><strong>Counseling Program</strong></td>
<td>$509</td>
</tr>
<tr>
<td>Individual, group and parent/child counseling for adult victims, children and teens who have witnessed or experienced domestic violence, sexual assault or child abuse.</td>
<td></td>
</tr>
<tr>
<td><strong>Advocacy</strong></td>
<td>$177</td>
</tr>
<tr>
<td>Court Advocacy for domestic violence and child abuse victims who go court. Immediate response for victims at the hospital or police station after an assault.</td>
<td></td>
</tr>
<tr>
<td><strong>START program</strong></td>
<td>$1,142</td>
</tr>
<tr>
<td>Sexual assault forensic examination, medical and emotional support.</td>
<td></td>
</tr>
<tr>
<td><strong>Crisis and Support Line</strong></td>
<td>$119</td>
</tr>
<tr>
<td>24/7 hotline providing callers with crisis intervention, support, understanding and information and referrals to other agencies when necessary</td>
<td>per 15 minute call</td>
</tr>
<tr>
<td><strong>Personal Protection Orders</strong></td>
<td>$185</td>
</tr>
<tr>
<td>Staff provide assistance to victims of domestic violence and stalking with the PPO process</td>
<td></td>
</tr>
</tbody>
</table>
DATE: July 6, 2016

TO: Joseph A. Valentine, City Manager

FROM: Laura M. Pierce, City Clerk

SUBJECT: Deaf & Hearing Impaired Services Inc.

Deaf & Hearing Impaired Services, Inc. provides services for residents of Birmingham which include hearing screenings, sign language classes, and individual client assistance. The organization provides invoices the City quarterly which details the services provided.

Deaf & Hearing Impaired Services, Inc. has completed the agreement including Attachment A, which provides a description of the services to be provided and the direct benefit of their services to the City. The budget for 2016-2017 includes an amount of $2,400.00 for these services. This represents no change from the previous budget year.

At the June 27, 2016 meeting, the City Commission requested additional detail on the actual services provided in fiscal year 2015 – 2016 be provided. Attachment A has been revised to include the requested information.

A representative from Deaf and Hearing Impaired Services, Inc. will be present at the July 11, 2016 City Commission meeting should the Commissioners have additional questions.

SUGGESTED RESOLUTION:
To approve the service agreement with Deaf & Hearing Impaired, Inc. in the amount of $2,400.00 for services described in Attachment A of the agreement for fiscal year 2016-2017, account number 101-215.000-811-0000. Further, directing the Mayor and City Clerk to sign the agreement on behalf of the City.
SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this 27th day of May, 2016 by and between the CITY OF BIRMINGHAM, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and Deaf & Hearing Impaired Sycs whose address is 25882 Orchard Lk Rd. Suite 100 Farmington Hills, MI 48336 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth on Attachment A; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.

2. The CITY shall pay a total of $2,400 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.

3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.
4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

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

7. 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.

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, 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. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER’s employees or contractors who work pursuant to this Agreement. SERVICE
PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person for whom SERVICE PROVIDER 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, including reasonable attorney fees, 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, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting solely from the act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER 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. All certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

A. **Workers' Compensation Insurance:** SERVICE PROVIDER shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

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

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

D. **Additional Insured**: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be **Additional Insureds**: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.

E. **Cancellation Notice**: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.

F. **Proof of Insurance Coverage**: SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.

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

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

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

4. If so requested, Certified Copies of all policies mentioned above will be furnished.

G. **Coverage Expiration**: If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.
12. 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 SERVICE PROVIDER, the CITY shall have the right to terminate this Agreement without further liability to SERVICE PROVIDER if the disqualification has not been removed within thirty (30) days after the CITY has given SERVICE PROVIDER notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

13. 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. This Agreement shall be governed by the laws of the State of Michigan 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.

14. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as
specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. 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. SERVICE PROVIDER, including its employees and contractors, 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 and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
The said parties have caused this Agreement to be executed as of the date and year above written.

THE CITY OF BIRMINGHAM

By: ________________________________  
Rackeline J. Hoff, Mayor

By: ________________________________  
Laura M. Pierce, City Clerk

[SERVICE PROVIDER]

By: ________________________________  
[Signature]

Its: ________________________________  
President

APPROVED:

[Signature]
Joseph A. Valentine, City Manager
(Approved as to substance)

[Signature]
Laura M. Pierce, City Clerk
(Approved as to substance)

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

[Signature]
Mark Gerber, Director of Finance
(Approved as to financial obligation)
ATTACHMENT A

I. Funding Request: $2,400
II. Amount of Funding Previously Received from the City of Birmingham: $2,370
III. Organization’s Purpose of Mission with Emphasis on how the Organization serves the City:

Mission: Deaf & hearing Impaired Services, Inc.’s mission is to provide the highest quality of comprehensive services for Deaf and hard of hearing older adults and their families in southeast Michigan – linking their talent to the Deaf youth population through mentoring programs that enhance language and living skills- while promoting their independence and dignity through cooperative effort with other community based services.

Benefits: Deaf older adults and their families benefit from group education programs and individual client assistance, provided in American Sign Language, by the interpreters of Deaf & Hearing Impaired Services, Inc. Staff of DHIS are fluent in American Sign Language and its contractors are all state or national certified interpreters in accordance with State Law and Federal Americans With Disabilities Act mandate. Birmingham residents, who are Deaf, are able to have equal access to DHIS programs and services. Additionally, Birmingham residents benefit from the sign language classes that DHIS provides so that they may communicate with their Deaf family member. Hard of hearing Birmingham residents benefit from the Hearing screenings that are provided at no cost. Hearing aid maintenance and information and referral for follow up is also provided.

The City of Birmingham Commissioners to the interpreting services of Deaf & Hearing Impaired Services, Inc. as DHIS provides Sign Language Interpreters for public meetings at no cost to the city, upon request.

IV. Date(s) of Service: Services are provided weekly on Thursdays and other days for special events
V. Description of Services to be Provided (Scope of Work): Staff of Deaf & Hearing Impaired Services, Inc. provide Sign Language Classes, Hearing Screenings, Group Education Programs,

Hearing loss for DATA (discussion, awareness and technological assistance, Individual client assistance, socialization opportunities, day trips so that the Deaf may have equal access to and enjoy public services and public accommodations. DHIS staff provide Community education and trainings to city personnel upon request. Trainings include but are not limited to: Tips to communicate with a hard of hearing residents/Deaf residents; how to stay compliant with state and federal laws; tty review of usage; videophone usage. Upon request by the City of Birmingham, Sign Language Interpreters are provided for public meetings

VI. Describe Direct Benefit of Services to Birmingham Residents: DHIS provides Hearing Loss Awareness Educational presentations so residents are aware of how to protect their hearing. Causes of hearing loss, hearing aid scams etc. Deaf residents have access to community based services through the provision of DHIS state/national certified interpreters. Sign language classes are benefit to family members who have hearing loss. DHIS provides trainings are provided to city personnel and interpreting for council meetings at no cost to the City of Birmingham in compliance with ADA.
VII. Provide a detailed list of services provided in the 2015-2016 Fiscal Year (July 1, 2015 – June 30, 2016). Include the following for each quarter:

- Explanation of how the funds were used
- Explanation of the service provided
- Date/Time services provided
- Number of Birmingham residents in attendance/effect of service

First Quarter (July 1, 2015 – September 30, 2015)
The First Quarter of FY 2015/2016 was characterized by providing Sign Language Classes, (a six week class from 10:00 am to 12:00 pm - the third Wednesday of the month for three months) Group Education Speaker Series, Individual Client Assistance (every Thursday from 10:00 am to 4:00 pm) Speaker on Elder Law, Medicare Fraud, Buyer Beware Hearing Aid Scams, Advanced Directives; Individual client assistance for access to community based services 10:00 -2:00 for three Months every Thursday) Funds were used to pay the Program Coordinator/interpreters and Hearing Specialist. (4 Birmingham Residents benefitted by the Programs)

Second Quarter (October 1, 2015 – December 31, 2015)
The Second Quarter of FY 2015/2016 Programs Provided: Group Education with Program Coordinators for a speaker series on Nutrition (4 sessions on Thursdays from 10:00 – 12:00 pm) Interpreters provided for Deaf attendees for three months) Michigan State Nutritionist Speaker conducted the sessions. Sign Language Classes continued for the three months from 1:00 – 3:00 pm i.e. 3 6 week sessions. Hearing Screenings offered from 2:00-4:00 every Thursday for those interested in hearing evaluations and Follow up explanations. Information and Referral was provided for those identified with hearing loss needing follow up testing. Funding was used to assist in payment of Interpreters/Program Coord./Hearing Specialist (4 Birmingham Residents)

Third Quarter (January 1, 2016 – March 31, 2016)
The Third Quarter of FY 2015/2016 Programs Provided: Individual Client assistance for access to health care provided ongoing on Thursdays assisting seniors with hearing loss in obtaining medical appointments and test results from 10-12:00 pm—phone calls were made and information obtained and delivered to the Deaf/hard of hearing participant; Sign Language Classes continued for three months at 6 week sessions. Group Education for Deaf and hard of hearing participants continued on Thursdays for 3 months – Topic: Diabetic Series. Funding assisted in paying for Instructors, interpreters, program coordinators. (4 Birmingham residents)

Fourth Quarter (April 1, 2016 – June 30, 2016)
The Fourth Quarter of FY 2015/2016 Programs Provided: Yoga series for 3 months from 1:00-3:00 focused on sensitivity to hearing instructions. Every Thursday. Sign Language Classes continued for the 3 months from 10:00-12:00 i.e. there were 3 four week sessions. Group Education Speaker Series Continued for three months on Thursdays Focus on Diabetes and free measurement of shoes for Diabetic participants. Speaker on free Captions Phones...assisted hard of hearing in filling out the applications. Individual client assistance was provided for those who signed up for assistance to access public services every Thursday from 10:00 -2:00. (4 Birmingham Residents) Please be advised that Deaf and hard of hearing older adults are in need of programs that are sensitive to hearing loss. Service Delivery is accomplished in American Sign Language and through Oral Interpreting/Speaking. Deaf & Hearing Impaired Services, Inc. utilizes student interns and volunteers to assist.

Please note: Organizations receiving funding are required to provide invoices to the City for services coinciding with the timing of the delivery of these services.
## NOTICE OF PUBLIC HEARINGS

**BIRMINGHAM CITY COMMISSION**

**PUBLIC HEARING OF NECESSITY**

**PUBLIC HEARING OF CONFIRMATION**

| Meeting Date, Time, Location: | HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT  
|                             | Monday, June 27, 2016, 7:30 PM  
|                             | Municipal Building, 151 Martin, Birmingham, MI  |
| Meeting Date, Time, Location: | HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT  
|                             | Monday, July 11, 2016, 7:30 PM  
|                             | Municipal Building, 151 Martin, Birmingham, MI  |
| Location:                   | Villa Avenue Paving Project Area  |
| Nature of Improvement:      | Installation of sewer laterals  |
| City Staff Contact:         | Paul O'Meara 248.530.1836  
|                             | pomeara@bhamgov.org  |
| Notice Requirements:        | Mail to affected property owners  
|                             | Publish June 5th and June 12th, 2016  |
| Approved minutes may be reviewed at: | City Clerk's Office  |

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations 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.
MEMORANDUM

Finance Department

DATE:       July 11, 2016
TO:         Joseph A. Valentine, City Manager
FROM:       Teresa Klobucar, Deputy Treasurer
CC:         Mark Gerber, Finance Director/Treasurer
SUBJECT:    Resolution for Confirming S.A.D. # 877- Villa Ave
            Water Main Project Sewer Laterals

For purposes of installing new sewer laterals that would specially benefit properties within the limits of the Villa Ave Water Main Project, it is requested that the City Commission adopt the following resolution confirming S.A.D. No. 877 at the regular City Commission meeting of July 11, 2016. Comments during the hearing of confirmation are limited to those questions specifically addressing the assessment roll pursuant to Section 94-9 of the City Code. The hearing declaring the necessity of the Special Assessment District was held at the City Commission meeting of June 27, 2016.

SUGGESTED RESOLUTION:
To confirm Special Assessment Roll No. 877, to defray the cost of installing new sewer laterals on Villa Ave:

WHEREAS, Special Assessment Roll, designated Roll No. 877, has been heretofore prepared for collection, and

WHEREAS, notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property to be assessed, and

WHEREAS, the Commission has deemed it practicable to cause payment of the cost thereof to be made at a date closer to the time of construction and

Commission Resolution 06-198-16 provided it would meet this 11th day of July 2016 for the sole purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this June 27, 2016, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll as determined in Section 94-9 of the Code of the City of Birmingham,

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 877 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.
BE IT FURTHER RESOLVED, that special assessments shall be payable in ten (10) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of four and a half percent (4.5%) on all unpaid installments.
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Total 1,433 $93,618
# NOTICE OF PUBLIC HEARINGS

## BIRMINGHAM CITY COMMISSION

**PUBLIC HEARING OF NECESSITY**

**PUBLIC HEARING OF CONFIRMATION**

| Meeting Date, Time, Location: | HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT  
Monday, June 27, 2016, 7:30 PM  
Municipal Building, 151 Martin, Birmingham, MI |
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<tr>
<td>Location:</td>
<td>Villa Avenue Paving Project Area</td>
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<tr>
<td>Nature of Improvement:</td>
<td>Installation of sewer laterals</td>
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| City Staff Contact: | Paul O’Meara 248.530.1836  
pomeara@bhamgov.org |
| Notice Requirements: | Mail to affected property owners  
Publish June 5th and June 12th, 2016 |
| Approved minutes may be reviewed at: | City Clerk’s Office |

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations 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.
DATE:       June 16, 2016
TO:         Joseph Valentine, City Manager
FROM:       Paul T. O’Meara, City Engineer
SUBJECT:    Villa Ave. Paving Project
            Sewer Lateral Replacement Special Assessment District
            Public Hearing

At the Commission meeting of May 23, 2016, the City Commission set a date of June 27, 2016 to hold a public hearing of necessity for the replacement of sewer laterals located within the limits of the Villa Ave. Paving Project. Also at that meeting, a confirmation hearing date of July 11, 2016 was set, should the assessment district be authorized. Attached for your information are the previous report that was prepared on this subject, as well as the public hearing notice most recently sent out.

Every owner in the district has been sent the attached letter. To date, our office has received questions from a small number of homeowners asking the usual questions that come up for a project of this nature. No comments of objection to the sewer replacements have been received.

A suggested resolution has been prepared below should the Commission wish to consider authorizing this assessment district.

SUGGESTED RESOLUTION (SEWER LATERAL REPLACEMENT):

WHEREAS, The City Commission has passed Ordinance No. 1906, to establish and adopt requirements and procedures for the replacement of sewer lateral lines when the City street is open for repairs or reconstruction; and

WHEREAS, The City Commission is of the opinion that replacement of sewer laterals not meeting current criteria as a part of the planned road paving project is declared a necessity; and

WHEREAS, formal bids have been received and the actual cost per foot for replacement of the sewer laterals has been determined,

RESOLVED, that all sewer laterals not meeting current criteria located within the limits of the following streets shall be replaced as a part of the paving project on Villa Ave. from Adams Rd. to Columbia Ave.
RESOLVED, that at such time as the Assessor is directed to prepare the assessment roll, of which 100% of the contractor’s charge to replace sewer lateral (calculated at the rate of $65.33 per linear foot) shall be charged to the adjoining property owners benefiting from the sewer lateral,

RESOLVED, that there be a special assessment district created and special assessments levied in accordance with benefits against the properties within such assessment district, said special assessment district shall be all properties, within the following district:

“Birmingham Villas Subdivision”
All of the following lots also include the southerly 8 ft. of the adjacent vacated alley:
Lots 73-75 inclusive, lots 78-82 inclusive, lots 84-90 inclusive, lots 92-94 inclusive, lot 95 and the adjacent westerly half of adjacent vacated Dixie Ave., lots 101-105 inclusive, lots 108, 109.

All of the following lots also include the adjacent 9.5 ft. vacated alley to the south of each lot, as well as have an adjacent 9.5 ft. exception taken for Villa Ave. right-of-way:
Lots 110-115 inclusive, lots 117, 118, lots 120, 121, the easterly 45 ft. of lot 123 plus the westerly half of adjacent vacated Dixie Ave. right-of-way, Lot 124 plus the easterly half of adjacent vacated Dixie Ave. right-of-way, lots 125-127 inclusive, lots 129, 130, 132, 134, 135 plus the westerly 20 ft. of adjacent vacated Yankee Ave. right-of-way, lots 138-146 inclusive.

RESOLVED, that the Commission shall meet on Monday, July 11, 2016, at 7:30 P.M., for the purpose of conducting a public hearing to confirm the roll for the replacement of sewer laterals within the Villa Ave. Paving Project.
DATE: May 17, 2016
TO: Joseph Valentine, City Manager
FROM: Paul T. O’Meara, City Engineer
SUBJECT: Villa Ave. Paving Project
Adams Rd. to Columbia Ave.
Sewer Lateral Special Assessment District

Similar to other projects that involve the installation of a new street pavement, it is recommended that all existing sewer laterals over 50 years old be replaced as a part of the Villa Ave. project, subject to a special assessment to cover the cost. If the City Commission chooses to proceed with awarding the Villa Ave. project to Cl Contracting, it would be appropriate to set a public hearing to consider the creation of such a district.

Typically, the rate for the special assessment is based on the per foot price the selected contractor is charging the City for the installation of 6 inch sewer pipe. Generally, the cost of the sewer lateral, when compared to the other bids received on the project, is less than the average of the bids received. (The price per foot that is being charged on the two sewer lateral special assessment districts created so far this year range from $48 to $75 per foot, with the higher cost being charged on the more difficult Hamilton Ave. downtown project.) The bid price from Cl Contracting for 6 inch sewer pipe installed is $90 per foot, much above the average of the bids received ($65.33 per foot). Generally when this happens, we can apply a mathematical formula that considers the bid price of the sewer connection. When we add together the price of the connection and the cost of the pipe per foot, we then typically find that the low bidder’s adjusted price averages out well. When this formula has been applied in the past, we have then charged the lower adjusted price per foot, acknowledging that the City is saving money with a lower price per connection.

The mathematical formula combining both the price per foot and the price per connection was applied on these bids. The calculated price is then brought down to $77.07 per foot. This lower price was used when the April 29, 2016 letter was sent to all owners letting them know that the bid price was higher than expected. Since the adjusted price is still above the average, staff reviewed the bid numbers closer to determine why the low bidder’s price for sewer work is above the average.

Different contractors have different bidding strategies. The largest difference discovered in the Cl Contracting bid compared to the others is in the pay item known as Traffic Maintenance and Control. This is billed as a lump sum, meaning that all traffic maintenance work is payable in a monthly percentage over the life of the job. For example, if the job takes four months to construct, the City will pay 25% of the traffic maintenance cost with each of the four large monthly paychecks that the City will issue over the course of the project. Bidding a high number for this pay item can be beneficial to the contractor, as it allows the contractor to
collect more money earlier in the project to pay those bills related to setting up the project (bonding, insurance, mobilization, etc.).

CI Contracting bid $10,000 for their total traffic maintenance costs. The average price bid for this pay item was $122,500. The higher price typically seen allows the contractor to charge less for other bid items, such as sewer pipe installation. It could be argued, that if the City charges the full $90 per foot for the assessment, or even the adjusted $77.07 per foot, the City is saving money on its overall costs, because it is only paying $10,000 for traffic maintenance, instead of a figure more than ten times that amount. To bring the price more in line with what has been charged with other assessment districts, it is recommended that the assessed price per foot to be charged reflect the average of the six bids received, or $65.33 per foot. The attached spreadsheet has been prepared using this price, which translates to most owners being billed between $1,300 and $2,600 per property. It is anticipated that 51 homes will be in the district. At this price, almost $100,000 in revenue will be generated toward the cost of this project.

It is recommended that a public hearing of necessity be scheduled at the Monday, June 27, 2016, City Commission meeting. It is further recommended that the public hearing to confirm the roll be held on Monday, July 11, 2016 at the rate of $65.33/linear ft.

SUGGESTED RESOLUTION:

RESOLVED, that the City Commission shall meet on Monday, June 27, 2016 at 7:30 P.M., for the purpose of conducting a public hearing of necessity for the installation of lateral sewers within the Villa Ave. Paving project area. Be it further

RESOLVED, that the City Commission meet on Monday, July 11, 2016 at 7:30 P.M. for the purpose of conducting a public hearing to confirm the roll for the installation of lateral sewers in the Villa Ave. Paving project area.
Ratio of connection cost to total cost:  $32,666.67 / $137,200 = 23.81%
Remaining percentage attributed to unit per lineal ft.:  100% - 23.81% = 76.19%
Total value attributed to unit cost per lineal ft. using low bidders total cost:  76.19% X $161,850 = $123,313.51
Revised Cost per Foot reflecting unit rate charged to homeowner:  $123,313.51 / 1600 = $77.07/lineal ft.
April 29, 2016

TO: Homeowner

RE: Villa Ave. Paving Project, Adams Rd. to Columbia Rd.

Dear Homeowner,

Last summer, the Engineering Dept. received a petition signed by over 50% of the property owners on your street requesting that the street be repaved. An informational booklet was prepared and mailed to all owners, and a neighborhood meeting was held to further discuss the matter. The project was authorized to proceed in November, 2015.

Projects of this nature are best started in the spring of the year, so that there is as much of the construction season as possible open and available for the selected contractor to complete the work. However, since no funds were budgeted for this project in the current fiscal year 2015/16 (starting July 1, 2015), we knew that we had two choices:

a. Postpone the project to 2017.
b. Move ahead with the design and bidding work, and ask potential bidders to complete the work between July and November, 2016.

Knowing that many residents on the street are anxious to see this project completed, we selected the latter choice. The project has been designed, and bids were received on April 15. Six companies submitted bids, many of whom we have worked with in the past on similar projects. Bids came in much higher than anticipated, which we think can be attributed to two factors:

a. The construction industry is extremely busy given the strong local economy. Prices on other projects of this sort that we have bid recently have all come in higher than anticipated.
b. Asking contractors to wait until after July 1 to start the project makes the work somewhat less desirable, and adds some risk that the final stages of the job may have to be done in less optimal weather conditions. This tends to add risk to the contractor, which can translate to higher costs.

The higher costs for this project will impact each owner in the assessment district. Because of the significant difference involved, we would like to get your input before moving ahead. The following table contains the cost estimate put together by staff (based on recent project experience) compared to the low bidder’s prices received for Villa Ave. (the total price reflects that which would be charged for an average sized lot and drive approach, and if a new sewer lateral is required):

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<td>Sewer Lateral Replacemt.</td>
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The total price difference on the chart reflects an annual extra payment of $284 (plus interest on the remaining balance) over the ten year payment period, which is an increase of 31%.

The difference in cost from what was estimated to what it will now actually cost to build this job is unprecedented. City staff does not feel comfortable moving forward without getting input from you, the residents that will be impacted by this decision. At this time, we feel that we have two options:

Option #1 – Proceed with bids as received, and build the project starting July 1.
Option #2 – Cancel the project for 2016, and rebid the same set of plans late this year, offering bidding contractors the option of building it anytime during the 2017 construction season (April to November).

Option #2 represents a gamble. It would provide an opportunity to test the market, and see if delaying would reduce the cost any meaningful amount. It is hard to predict what, if any, financial benefit would be gained. A large part of the difference, if any, will be a reflection of how the industry feels their construction schedules will be for the 2017 season. At this time, we would guess that there will be some relief in the costs if we wait until 2017, but to what extent, it is too early to predict.

Each resident knows their particular circumstances better than we do. You know how much this improvement means to you, as well as how much the extra costs would impact your annual budget. We strongly encourage all owners (whether you signed the petition or not) to send us your feelings, and your preference for Option 1 or Option 2 as listed above. You are requested to indicated your preference in writing either by email to the Assistant City Engineer, or by US Mail. It is imperative that a decision be made as soon as possible, so that the contractor can put this project into their schedule (if we choose to proceed). All responses must be received by Thursday, May 12 at 5 PM to be included in the count. Based on information received, staff will then put together a recommendation, and ask for a decision by the City Commission at their meeting of May 23, 2016, which will include your input. Please send your preference (between Option 1 and Option 2) to:

City of Birmingham
P.O. 3001
Birmingham, MI 48012

Or by email, aflletcher@bhamgov.org

If you have questions, feel free to call us at 248-530-1850. Votes for Option 1 or 2, however, must be received in writing to be considered in the final count.

Thank you for your attention to this matter.

Sincerely,

Paul T. O’Meara, P.E.
City Engineer
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**TOTAL** | 1,473 | $96,231 |

**RATIO** | 51/70 | 73%
DATE:       June 24, 2016

TO:        Joseph A. Valentine, City Manager
           Mark Clemence, Police Chief

FROM:      Scott Grewe, Operations Commander

SUBJECT:   2 Hour Parking 7am-4pm School Days on S. Glenhurst between Lincoln and Midvale.

The Multi-Modal Transportation Board considered a petition circulated by the residents of S. Glenhurst between Lincoln and Midvale to have 2 Hour Parking 7am to 4pm School Days. All residents were contacted in an attempt to examine the attached petition requesting residential permit parking (see attached petition). There are 31 addresses on this block of which three are vacant. The residents were contacted and 26 (92.8% of occupied addresses) signed the petition in favor of the parking restrictions.

The residents request is within city ordinance and city guidelines.

The Multi-Modal Transportation Board (MMTB) discussed the request. The petition was completed by Richard Winderstedt, of 936 S. Glenhurst, who stated the street is typically full of parked vehicles from students of Seaholm High School. He states residents are unable to park near their homes and there is often trash left behind. He also mentioned the narrow streets, due to parked cars, will make it difficult for emergency vehicles. The MMTB made a motion to approve 2 Hour Parking 7am to 4pm School Days for S. Glenhurst Street between Lincoln and Midvale consistent with the petition. The motion passed (see attached minutes).

SUGGESTED RESOLUTION:

To approve the installation of 2 Hour Parking 7am to 4pm School Days for S. Glenhurst Street between Lincoln and Midvale. Further, to direct the Chief of Police and the City Clerk to sign the traffic control order on behalf of the City establishing restricted parking on S. Glenhurst between Lincoln and Midvale.
Restricted Parking Petition

In accordance with the City of Birmingham Ordinance, the undersigned residents of South Glenhurst Drive respectfully request residential parking restrictions from Lincoln Road to Midvale. Specifically:

1. Two hour time zone parking on Birmingham Public School days from 7:00am to 3:00pm with permit exemption;

Currently, high school students from Birmingham Seaholm are parking on both sides of the street during the school day. This leaves a narrow travel lane making it difficult for school buses, emergency vehicles and municipal maintenance vehicles to get through. In addition, the piling of snow and leaves during the school year further restricts safe travel. As residents, we feel that these actions are required to protect the safety and welfare of the residents and guests, particularly the elementary and junior high school children who are picked up and dropped off by school buses in the area.

Thank-you in advance for your cooperation.
South Glenhurst Drive / South half of Block

Corner Lincoln

1062

1010

RECIPIENT

998

Sharon B. Stone

936

Sandra K. Wilkens

920

RECIPIENT

912

Emily Arnett

888

RECIPIENT

1083

Mal Kelle

1055

RECIPIENT

1019

Sharon McCormick

995

Steven Garman

969

RECIPIENT

923

Muriel Greene

915

RECIPIENT

895

Linda Brown
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Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held Thursday, June 16, 2016.

Vice-Chairman Andy Lawson convened the meeting at 6 p.m.

1. ROLL CALL

Present: Board Members Vionna Adams, Lara Edwards, Amy Folberg, Vice-Chairman Andy Lawson, Amanda Warner (arrived at 6:16 p.m.)

Absent: Board Member Michael Surnow

Administration: Sean Campbell, Asst. Planner
                Mark Clemence, Police Chief
                Jana Ecker, Planning Director
                Austin Fletcher, Asst. City Engineer
                Paul O'Meara, City Engineer

Also Present: Mike Labadie from Fleis & Vandenbrink
               (“F&V”), Transportation Engineering Consultants

Vice-Chairman Lawson advised that the former chairperson, Johanna Slanga, has moved outside of the City and for that reason has relinquished her responsibilities on this board.

Motion by Vice-Chairman Lawson
Seconded by Ms. Edwards to nominate Vionna Adams as chairperson.

Motion carried, 4-0.

VOICE VOTE
Yeas:  Lawson, Edwards, Adams, Folberg
Nays:  None
Absent: Surnow, Warner

2. INTRODUCTIONS

Ms. Ecker introduced Sean Campbell, Asst. Part-Time Planner.
3. REVIEW AGENDA  (no change)

4. APPROVAL OF MINUTES, MEETING OF APRIL 21, 2016

Motion by Mr. Lawson  
Seconded by Ms. Folberg to approve the Minutes of April 21, 2016 as presented.

Motion carried, 4-0.

VOICE VOTE  
Yeas:  Lawson, Folberg, Adams, Edwards  
Nays:  None  
Absent:  Surnow, Warner

5. RESIDENTIAL PERMIT PARKING ZONES

a. W. Frank St. - Chester St. to Bates St.

Chief Clemence related that the Police Dept. received a petition with signatures from four addresses that share property on Frank St. between Chester St. and Bates St. Their letter requests a change to "Parking Permit Required" in the area.

W. Frank St. from Chester St. to Pierce St. has been a two hour time limit, 8 a.m. to 6 p.m. except Sundays and Holidays zone since 1967.

The current issue per the petition is that residents are unable to park near their homes due to employees of local businesses using this area.

Mr. Henry Velleman, 708 S. Bates St., said their front door is on Bates St., but most of their home is on W. Frank St. They share that small street between Bates St. and Chester St. with three other homes. He spoke to describe the severe problems he and his neighbors are experiencing due to people using Frank St. for all day parking now that Bates St. has become permit parking. Therefore he asked that W. Frank St. be treated much like the other streets in the neighborhood. The parking problem along Frank St. occurs mainly in the evenings or late afternoon.

Chief Clemence affirmed the petition meets the required criteria for permit parking along Frank St.

Motion by Vice-Chairman Lawson
Seconded by Ms. Edwards to set parking by permit only on W. Frank St. from Chester St. to Bates St. from 8 a.m. to 8 p.m., consistent with the restrictions along Bates St.

There were no comments from the audience at 6:18 p.m.

Motion carried, 5-0.

ROLLCALL VOTE
Yeas:  Lawson, Edwards, Adams, Folberg, Warner
Nays:  None
Absent:  Surnow

b. S. Glenhurst Dr. - Lincoln Ave. to Midvale Rd.
Chief Clemence noted that the Police Dept. received a petition with signatures from 26 addresses on S. Glenhurst Dr. between Lincoln Ave. and Midvale Rd. Their letter requests a change to "Parking Permit Required" in the area.

S. Glenhurst Dr. from Lincoln Ave. to Midvale Rd. has never had any parking restrictions.

The current issue per the petition is that Seaholm High School students have been using this area for parking while attending school. Residents are unable to park in front of or near their homes during this time. These parked cars narrow the roadway making it difficult for emergency vehicles and school buses to get by. Further, there is often trash left behind by the drivers of the vehicles.

Mr. Richard Widerstedt, 936 S. Glenhurst Dr. said their street is solidly parked including partially in front of driveways from 7 a.m. until after 3:30 p.m. He added that all of the surrounding streets are posted for permit parking only.

Mr. Steven Gretschko noted that only seniors and some juniors can get parking passes in the Seaholm HS student lot. All of this street parking is unsafe plus it really has affected the quiet enjoyment of the neighborhood.

Chief Clemence indicated this petition meets the requirements for permit parking along S. Glenhurst Dr.

Motion by Ms. Edwards
Seconded by Ms. Warner to set residential permit parking to mirror Golfview St. from 7 a.m. to 4 p.m. school days only along S. Glenhurst Dr. - Lincoln Ave. to Midvale Rd.

Motion carried, 5-0.

VOICE VOTE
Yeas: Edwards, Warner, Adams, Folberg, Lawson
Mr. Labadie advised that about a year ago he was retained by the school district to help develop a new plan for Seaholm HS. Now a plan has been completed that they have endorsed. However he does not know the timing on that. Buses are proposed to change, parent pick-up and drop-off will change, and there will be enough parking for everyone.

6. LINCOLN AVE. AND PIERCE ST. INTERSECTION DESIGN

Mr. O'Meara recalled that in 2014, the City resurfaced and added Multi-Modal amenities to the section of Lincoln Ave. between Southfield Rd. and Woodward Ave. The multi-modal features were reviewed by the Multi-Modal Steering Committee that existed at that time (the precursor to this board).

Pedestrian bumpouts were constructed at several locations throughout the job. However, large vehicles making right turns here are not able to make the turn without either crossing the double yellow line, or driving over the curb of the bumpout. Repeated actions such as this have caused grass damage at all four corners.

Interested residents at this location have asked the City for solutions. Staff has been moving forward on these issues. Dept. of Public Services has installed topsoil and seed, along with snow plow edge markers around each corner to discourage drivers from going over the curbs. F&V was asked to conduct a truck turning analysis and has determined that in order to provide sufficient space for turning large vehicles, each stop bar would have to be moved back 21 ft. Doing so then requires that a No Turn on Red provision be placed at each corner as well. That would further restrict movements in that area.

One way to avoid this but still address the current landscaping challenge would be to construct a two or three foot wide concrete paved area behind the curbs so that if vehicles need to drive over the curb they are not causing damage to the lawns behind.

Ms. Ecker added that since the City has repaired the area from the damage caused during the winter there has been a lot less damage. People seem to be getting used to the bumpouts.

Ms. Warner indicated she does not like the idea of relocating the stop bar because it would create bad traffic congestion at busy times of the day.
It was discussed that the bumpouts were installed to calm the traffic which is what the neighbors wanted. However, they don't like them to be unsightly. Mr. Labadie observed that for now things seem to have improved as people are getting used to the bumpouts.

7. PEDESTRIAN CROSSWALK STANDARDS

a. Pavement Marking Design
Mr. O'Meara recalled at the April meeting the MMTB members were generally in favor of the standards suggested, but felt they were too restrictive. They suggested there may be locations outside of those described that could benefit from the wider crosswalks with wider markings. With that in mind the suggested standard has been changed to include any major street that has a higher than normal pedestrian traffic demand. Further, based on comments made at the meeting, a mid-grade level crosswalk can be used where pedestrian demand is high, but the street being crossed is more local in nature.

It was discussed that drivers here really need to be educated that they have to stop for pedestrians. If they do stop, then pedestrians will use the crosswalks.

Mr. O'Meara was concerned with the cost of painting crosswalks, so he hesitates to increase their size. Secondly, crosswalks that are all big and bold lose their effectiveness. He suggested three different standards to accommodate different environments. Once crosswalks are painted they will remain that way for 20 years or so.

Mr. Labadie said that for crossings, crosswalks are placed where you want people to cross, or where there is a demand. It must be determined whether or not that is a safe place to cross.

Motion by Ms. Warner
Seconded by Mr. Lawson the Multi-Modal Transportation Board recommends to the City Commission that the following standards be adopted for the design and installation of painted crosswalk pavement markings on all future projects:

All new painted crosswalks installed shall be of the continental style, as outlined on MDOT Detail Sheet PAVE-945-C, Sheet 3 of 3. Pavement markings shall be installed as follows:

At Central Business District or other Major Street Crossings:
Painted bars shall be 24 in. wide, spaced at 24 to 36 in. apart. Total width of the crosswalk shall be 12 ft. wide.
At Central Business District or other Local Street Crossings:
Painted bars shall be 12 in. wide, spaced at 24 to 30 in. apart. Total width of
the crosswalk shall be 8 to 10 ft. wide.

All Other Locations:
Painted bars shall be 12 in. wide, spaced at 24 to 30 in. apart. Total width of
the crosswalk shall be 6 ft. wide.

Motion failed, 3-2.

VOICE VOTE
Yeas: Warner, Lawson, Adams
Nays: Edwards, Folberg
Absent: Surnow

Ms. Folberg's issue was that she doesn't like the width of the black between the
white stripes. Ms. Edwards was concerned there may be an instance where they
want individual bars to be 24 in. wide and it is not in the Central Business District
or a place that currently doesn't have high pedestrian demand but may in the
future. The second option might say that painted bars should be 12 - 24 in. wide.

The first heading might read: At CBD Major Street Crossings or Other Major
Street Crossings.

The second hearing could read: At CBD Local Street Crossings or Other Local
Street Crossings.

Staff agreed to come back next month with some wordsmithing options.

b. Pedestrian Signal Timing

Mr. O'Meara noted that a City Commissioner recently observed that in
Birmingham, the phase where the countdown signals are advancing toward zero can
include some time that traffic has a yellow signal present. He observed elsewhere that
the countdown phase ends before the yellow signal begins. He thought perhaps an
adjustment to ours would create a safer environment for pedestrians.

Staff asked F&V to review this issue, and provide an explanation as to why signals are
timed the way they are in Birmingham.

Mr. Labadie explained that the guidance regarding pedestrian intervals is provided in the
Michigan Manual of Uniform Traffic Control Devices ("MMUTCD"). He summarized the
three phases of a pedestrian interval: Walk, Flash Don't Walk, and Don't Walk.

Additionally, the Michigan Dept. of Transportation ("MDOT") provides guidance
regarding the preferred alternatives to providing the buffer interval in the Electronic
Traffic Control Device Guidelines.
The vehicular and pedestrian signal timing intervals implemented throughout the City of Birmingham are consistent with the MMUTCD and the MDOT Electronic Traffic Control Device Guidelines.

He added that in places where not many pedestrians cross, push buttons can be added to stop traffic and allow people to cross. Everyone was in agreement to leave the signals the way they are presently.

8. MEETING OPEN TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA
(no more public was present)

9. MISCELLANEOUS COMMUNICATIONS (items in the packet)

10. ADJOURNMENT

No further business being evident, the board members adjourned the meeting at 7:37 p.m.

Jana Ecker, Planning Director

Paul O’Meara, City Engineer
DATE: June 24, 2016

TO: Joseph A. Valentine, City Manager
    Mark Clemence, Police Chief

FROM: Scott Grewe, Operations Commander

SUBJECT: Residential Permit Parking Request for Frank St. between Bates and Chester from 8am to 8pm.

The Multi-Modal Transportation Board considered a petition circulated by the residents of Frank Street between Bates and Chester to have residential permit parking. There are 4 residents in this section of roadway. All residents were contacted in an attempt to examine the attached petition requesting residential permit parking (see attached petition). All were in favor of residential permit parking.

The resident’s petition is for residential permit parking on both sides of Frank St. between Bates and Chester.

The resident’s request is within city ordinance and city guidelines for residential permit parking.

The Multi-Modal Transportation Board (MMTB) discussed the request. The petition was completed by Henry Velleman, of 708 S. Bates, who stated the street is typically full of parked vehicles from employees of local businesses. He states residents are unable to park near their homes. The MMTB made a motion to approve residential permit parking for Frank Street between Bates and Chester from 8am to 8pm. The motion passed (see attached minutes).

SUGGESTED RESOLUTION:

To approve the installation of residential permit parking for Frank Street between Bates and Chester from 8am to 8pm. Further, to direct the Chief of Police and the City Clerk to sign the traffic control order on behalf of the City establishing residential permit parking on Frank Street between Bates and Chester at all times.
February 5, 2016

Commander Scott Grewe  
Birmingham Police Department  
151 Martin Street  
Birmingham, Michigan 48009

Re: change of parking — Frank Street between Bates & Chester

Dear Commander Grewe:

Further to my wife’s conversation with you last week and my discussion with your office, the undersigned homeowners representing three of the four homes on the block, wish to have the parking arrangement changed to conform to Bates Street to mitigate the severe problems we are experiencing due to people using Frank Street for all-day parking, both in violation to existing posted restrictions on the street and the difficulties we are having providing parking for our visitors, contractors, etc.

The parking enforcement personnel have been very cooperative in attempting to ticket some of the cars improperly parking on the street but, inasmuch as this is outside the area they typically monitor, it is rather hit-or-miss, generally miss.

Please let us know what we can do, if anything, to hasten the progress of this request. I can be reached at home (248)-644-5246 or my 'cell (248)-417-7776.

Yours sincerely,

Henry Velleman  
708 S. Bates Street.

Ms. S A Frankel  
675 Chester Street  

Mr. & Mrs. Jason Duzar  
668 S. Bates Street  

City of Birmingham/Request to change parking on Frank Street/5-5-16
February 8, 2016

Scott Grewe
Commander of Parking
Birmingham City Offices
151 Martin Street
Birmingham, MI 48009

Dear Mr. Grewe,

I am writing in regard to the parking restriction sign on 379 W. Frank. Currently it limits parking to two hours from 8:00 a.m. to 6:00 p.m. except Sundays and holidays. Please change the sign and put up one that specifies “permit parking” for those hours.

I understand my neighbor Henry Velleman, 708 S. Bates, is also contacting you on this matter.

Thank you.

Yours truly,

Robert Eberwein
379 W. Frank
Birmingham, MI 48009
248-642-0352 (home)
248-225-8959 (cell)

Cc: Henry Velleman
Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held Thursday, June 16, 2016.

Vice-Chairman Andy Lawson convened the meeting at 6 p.m.

1. ROLL CALL

Present: Board Members Vionna Adams, Lara Edwards, Amy Folberg, Vice-Chairman Andy Lawson, Amanda Warner (arrived at 6:16 p.m.)

Absent: Board Member Michael Surnow

Administration: Sean Campbell, Asst. Planner
Mark Clemence, Police Chief
Jana Ecker, Planning Director
Austin Fletcher, Asst. City Engineer
Paul O'Meara, City Engineer

Also Present: Mike Labadie from Fleis & Vandenbrink ("F&V"), Transportation Engineering Consultants

Vice-Chairman Lawson advised that the former chairperson, Johanna Slanga, has moved outside of the City and for that reason has relinquished her responsibilities on this board.

Motion by Vice-Chairman Lawson
Seconded by Ms. Edwards to nominate Vionna Adams as chairperson.

Motion carried, 4-0.

VOICE VOTE
Yeas: Lawson, Edwards, Adams, Folberg
Nays: None
Absent: Surnow, Warner

2. INTRODUCTIONS

Ms. Ecker introduced Sean Campbell, Asst. Part-Time Planner.
3. REVIEW AGENDA (no change)

4. APPROVAL OF MINUTES, MEETING OF APRIL 21, 2016

Motion by Mr. Lawson
Seconded by Ms. Folberg to approve the Minutes of April 21, 2016 as presented.

Motion carried, 4-0.

VOICE VOTE
Yeas: Lawson, Folberg, Adams, Edwards
Nays: None
Absent: Surnow, Warner

5. RESIDENTIAL PERMIT PARKING ZONES

a. W. Frank St. - Chester St. to Bates St.
Chief Clemence related that the Police Dept. received a petition with signatures from four addresses that share property on Frank St. between Chester St. and Bates St. Their letter requests a change to "Parking Permit Required" in the area.

W. Frank St. from Chester St. to Pierce St. has been a two hour time limit, 8 a.m. to 6 p.m. except Sundays and Holidays zone since 1967.

The current issue per the petition is that residents are unable to park near their homes due to employees of local businesses using this area.

Mr. Henry Velleman, 708 S. Bates St., said their front door is on Bates St., but most of their home is on W. Frank St. They share that small street between Bates St. and Chester St. with three other homes. He spoke to describe the severe problems he and his neighbors are experiencing due to people using Frank St. for all day parking now that Bates St. has become permit parking. Therefore he asked that W. Frank St. be treated much like the other streets in the neighborhood. The parking problem along Frank St. occurs mainly in the evenings or late afternoon.

Chief Clemence affirmed the petition meets the required criteria for permit parking along Frank St.

Motion by Vice-Chairman Lawson
Seconded by Ms. Edwards to set parking by permit only on W. Frank St. from Chester St. to Bates St. from 8 a.m. to 8 p.m., consistent with the restrictions along Bates St.

There were no comments from the audience at 6:18 p.m.

Motion carried, 5-0.

ROLLCALL VOTE
Yeas: Lawson, Edwards, Adams, Folberg, Warner
Nays: None
Absent: Surnow

b. S. Glenhurst Dr. - Lincoln Ave. to Midvale Rd.
Chief Clemence noted that the Police Dept. received a petition with signatures from 26 addresses on S. Glenhurst Dr. between Lincoln Ave. and Midvale Rd. Their letter requests a change to "Parking Permit Required" in the area.

S. Glenhurst Dr. from Lincoln Ave. to Midvale Rd. has never had any parking restrictions.

The current issue per the petition is that Seaholm High School students have been using this area for parking while attending school. Residents are unable to park in front of or near their homes during this time. These parked cars narrow the roadway making it difficult for emergency vehicles and school buses to get by. Further, there is often trash left behind by the drivers of the vehicles.

Mr. Richard Widerstedt, 936 S. Glenhurst Dr. said their street is solidly parked including partially in front of driveways from 7 a.m. until after 3:30 p.m. He added that all of the surrounding streets are posted for permit parking only.

Mr. Steven Gretchko noted that only seniors and some juniors can get parking passes in the Seaholm HS student lot. All of this street parking is unsafe plus it really has affected the quiet enjoyment of the neighborhood.

Chief Clemence indicated this petition meets the requirements for permit parking along S. Glenhurst Dr.

Motion by Ms. Edwards
Seconded by Ms. Warner to set residential permit parking to mirror Golfview St. from 7 a.m. to 4 p.m. school days only along S. Glenhurst Dr. - Lincoln Ave. to Midvale Rd.

Motion carried, 5-0.

VOICE VOTE
Yeas: Edwards, Warner, Adams, Folberg, Lawson
Mr. Labadie advised that about a year ago he was retained by the school district to help develop a new plan for Seaholm HS. Now a plan has been completed that they have endorsed. However he does not know the timing on that. Buses are proposed to change, parent pick-up and drop-off will change, and there will be enough parking for everyone.

6. LINCOLN AVE. AND PIERCE ST. INTERSECTION DESIGN

Mr. O'Meara recalled that in 2014, the City resurfaced and added Multi-Modal amenities to the section of Lincoln Ave. between Southfield Rd. and Woodward Ave. The multi-modal features were reviewed by the Multi-Modal Steering Committee that existed at that time (the precursor to this board).

Pedestrian bumpouts were constructed at several locations throughout the job. However, large vehicles making right turns here are not able to make the turn without either crossing the double yellow line, or driving over the curb of the bumpout. Repeated actions such as this have caused grass damage at all four corners.

Interested residents at this location have asked the City for solutions. Staff has been moving forward on these issues. Dept. of Public Services has installed topsoil and seed, along with snow plow edge markers around each corner to discourage drivers from going over the curbs. F&V was asked to conduct a truck turning analysis and has determined that in order to provide sufficient space for turning large vehicles, each stop bar would have to be moved back 21 ft. Doing so then requires that a No Turn on Red provision be placed at each corner as well. That would further restrict movements in that area.

One way to avoid this but still address the current landscaping challenge would be to construct a two or three foot wide concrete paved area behind the curbs so that if vehicles need to drive over the curb they are not causing damage to the lawns behind.

Ms. Ecker added that since the City has repaired the area from the damage caused during the winter there has been a lot less damage. People seem to be getting used to the bumpouts.

Ms. Warner indicated she does not like the idea of relocating the stop bar because it would create bad traffic congestion at busy times of the day.
It was discussed that the bumpouts were installed to calm the traffic which is what the neighbors wanted. However, they don't like them to be unsightly. Mr. Labadie observed that for now things seem to have improved as people are getting used to the bumpouts.

7. PEDESTRIAN CROSSWALK STANDARDS

a. Pavement Marking Design
Mr. O'Meara recalled at the April meeting the MMTB members were generally in favor of the standards suggested, but felt they were too restrictive. They suggested there may be locations outside of those described that could benefit from the wider crosswalks with wider markings. With that in mind the suggested standard has been changed to include any major street that has a higher than normal pedestrian traffic demand. Further, based on comments made at the meeting, a mid-grade level crosswalk can be used where pedestrian demand is high, but the street being crossed is more local in nature.

It was discussed that drivers here really need to be educated that they have to stop for pedestrians. If they do stop, then pedestrians will use the crosswalks.

Mr. O'Meara was concerned with the cost of painting crosswalks, so he hesitates to increase their size. Secondly, crosswalks that are all big and bold lose their effectiveness. He suggested three different standards to accommodate different environments. Once crosswalks are painted they will remain that way for 20 years or so.

Mr. Labadie said that for crossings, crosswalks are placed where you want people to cross, or where there is a demand. It must be determined whether or not that is a safe place to cross.

Motion by Ms. Warner
Seconded by Mr. Lawson the Multi-Modal Transportation Board recommends to the City Commission that the following standards be adopted for the design and installation of painted crosswalk pavement markings on all future projects:

All new painted crosswalks installed shall be of the continental style, as outlined on MDOT Detail Sheet PAVE-945-C, Sheet 3 of 3. Pavement markings shall be installed as follows:

At Central Business District or other Major Street Crossings:
Painted bars shall be 24 in. wide, spaced at 24 to 36 in. apart. Total width of the crosswalk shall be 12 ft. wide.
At Central Business District or other Local Street Crossings:
Painted bars shall be 12 in. wide, spaced at 24 to 30 in. apart. Total width of the crosswalk shall be 8 to 10 ft. wide.

All Other Locations:
Painted bars shall be 12 in. wide, spaced at 24 to 30 in. apart. Total width of the crosswalk shall be 6 ft. wide.

Motion failed, 3-2.

VOICE VOTE
Yeas: Warner, Lawson, Adams
Nays: Edwards, Folberg
Absent: Surnow

Ms. Folberg's issue was that she doesn't like the width of the black between the white stripes. Ms. Edwards was concerned there may be an instance where they want individual bars to be 24 in. wide and it is not in the Central Business District or a place that currently doesn't have high pedestrian demand but may in the future. The second option might say that painted bars should be 12 - 24 in. wide.

The first heading might read: At CBD Major Street Crossings or Other Major Street Crossings.

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Staff agreed to come back next month with some wordsmithing options.

b. Pedestrian Signal Timing
Mr. O'Meara noted that a City Commissioner recently observed that in Birmingham, the phase where the countdown signals are advancing toward zero can include some time that traffic has a yellow signal present. He observed elsewhere that the countdown phase ends before the yellow signal begins. He thought perhaps an adjustment to ours would create a safer environment for pedestrians.

Staff asked F&V to review this issue, and provide an explanation as to why signals are timed the way they are in Birmingham.

Mr. Labadie explained that the guidance regarding pedestrian intervals is provided in the Michigan Manual of Uniform Traffic Control Devices ("MMUTCD"). He summarized the three phases of a pedestrian interval: Walk, Flash Don't Walk, and Don't Walk.

Additionally, the Michigan Dept. of Transportation ("MDOT") provides guidance regarding the preferred alternatives to providing the buffer interval in the Electronic Traffic Control Device Guidelines.
The vehicular and pedestrian signal timing intervals implemented throughout the City of Birmingham are consistent with the MMUTCD and the MDOT Electronic Traffic Control Device Guidelines.

He added that in places where not many pedestrians cross, push buttons can be added to stop traffic and allow people to cross. Everyone was in agreement to leave the signals the way they are presently.

8. **MEETING OPEN TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA**  
(no more public was present)

9. **MISCELLANEOUS COMMUNICATIONS** (items in the packet)

10. **ADJOURNMENT**

No further business being evident, the board members adjourned the meeting at 7:37 p.m.

__________________________

Jana Ecker, Planning Director

__________________________

Paul O’Meara, City Engineer
MEMORANDUM
City Clerk’s Office

DATE: June 30, 2016
TO: Joseph A. Valentine, City Manager
FROM: Mark H. Clemence, Police Chief
SUBJECT: Final Report on the West Maple Road 4 to 3 Lane Trial Reconfiguration Project

On June 1, 2015, the City Commission approved the Multi-Modal Transportation Board’s recommendation that West Maple Road, between Cranbrook Rd. and Southfield Rd., be reconfigured from 4 lanes to 3 lanes (4 to 3 lane diet) on a trial basis (see attached minutes). The City Commission resolution included studying six criteria in order to measure the effectiveness of the conversion:

1. Crash Data
2. Traffic Volume
3. Average Speeds
4. Cut-through Traffic - During the PM peak hour on S. Glenhurst, Larchlea, Chesterfield, Pleasant, Pilgrim, Arlington, Shirley, Baldwin and Lakepark
5. Level of Service (LOS) - At the intersections of Maple and Southfield and Maple and Chester and at the driveways of the three churches on Maple.
6. Travel Time – Between Cranbook Rd. and Southfield Rd. (WB and EB).

The initial data was collected on September 27 and September 28, 2015. The temporary reconfiguration took place on October 3, 2015.

In early January of 2016, the City, with the assistance of Traffic Engineer Mike Labadie of the firm Fleis & Vandenbrink, conducted an interim study covering the six criteria. The information was presented to the City Commission on January 25, 2016 (see attached minutes). The interim report was favorable that the reconfiguration of West Maple Rd. from four lanes to three lanes was working well (see attached interim analysis report).

To conclude the project, the City completed the final data collection between April 11, 2016 and April 17, 2106. The data was once again analyzed by Traffic Engineer Mike Labadie (see attached final data analysis report).

In relation to the six criteria established for examination, the following is a brief summary of each:

1. Crash Data: There was a reduction for all crash types and an overall 38% reduction in the total number of crashes.
2. Traffic Volume: The overall number of vehicles remained essentially unchanged from January to April of 2016 and were significantly less than the before condition traffic volumes.

3. Average Speed: The 85th percentile speeds on W. Maple have decreased and now more closely correspond to the posted 35 mph limit. Additionally, the 4-to-3 conversion did not significantly change the 85th percentile speeds on the parallel routes (Lincoln, Oak, 14 Mile, and Quarton).

4. Cut-through Traffic: There was a significant reduction in cut-through traffic from the before conditions to the interim report. There was an increase in cut through traffic between the interim report and the final report for Lake Park and Pleasant which is believed to be related to the closure of Big Beaver Road. Overall, the cut-through traffic is less than was experienced during the before condition with the four lanes of W. Maple Road.

5. Level of Service: There was generally no change in the “level of service” at intersections along the corridor. All intersections operated acceptably at a level of service of “C” or better (Level “D” is considered the lowest acceptable grade). Travel Time: The overall travel time in the corridor has increased. However, the increases are generally less than one minute. This is consistent with the decrease in speed in the corridor to align more closely with the 35 mph posted limit.

Additionally, while not one of the six stated criteria, some concern was expressed on how the road diet may affect church traffic on Sundays. As with all other criteria, data was collected on how the traffic worked under before conditions, a mid-term check and a final check. It was determined that all church driveways operated in a similar manner to the before conversion conditions.

Fleis & Vandenbrink concluded, “The results of the analysis conclude that the test conversion of West Maple Road to a three lane section improved the safety and reduced the speeds along the corridor. There was negligible impact to the adjacent roadways and neighborhoods generally saw a reduction in cut-through traffic. It is recommended that the proposed West Maple Road reconstruction project provide a three-lane cross-section between Cranbrook Road and Southfield Road.”

SUGGESTED RESOLUTION:
To accept the final report that West Maple Road, between Cranbrook Road and Southfield Road, be reconfigured from four lanes of traffic to three lanes of traffic on a permanent basis as part of the City of Birmingham’s plan to re-surface the road.
Or
To accept the final report, but leave West Maple Road, between Cranbrook Road and Southfield Road a four lane roadway, as part of the City of Birmingham’s plan to re-surface the road.
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
Stuart Lee Sherman, Mayor, called the meeting to order at 7:30 PM.

II. ROLL CALL
ROLL CALL: Present, Mayor Sherman
Commissioner Dilgad
Mayor Pro Tem Hoff
Commissioner McDaniel
Commissioner Moore
Commissioner Nickita
Commissioner Rinschler

Absent, None

Administration: City Manager Valentine, City Attorney Currier, Clerk Pierce, Assistant Fire Chief Connaughton, City Engineer O'Meara, Assistant City Engineer Fletcher, Police Chief Studt, Deputy Police Chief Clemence, Finance Director Gerber, Planners Ecker and Baka

III. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS.
06-114-15 APPOINTMENT TO THE BOARD OF ETHICS

MOTION: Motion by Hoff:
To appoint John J. Schrot, Jr., 1878 Fairway Drive, to serve a three-year term on the Board of Ethics to expire June 30, 2018.

VOTE: Yeas, 7
Nays, None
Absent, None

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

06-115-15 APPROVAL OF CONSENT AGENDA

MOTION: Motion by McDaniel, seconded by Rinschler:
To approve the consent agenda as follows:
A. Approval of City Commission minutes of May 11, 2015.
B. Approval of City Commission minutes of May 18, 2015.
Absent, None

06-119-15  WEST MAPLE ROAD RESURFACING PROJECT
CRANBROOK RD TO SOUTHFIELD RD

City Planner Ecker explained that the West Maple project was originally included in the Multi-
Modall Plan. The Multi-Modal Transportation Board reviewed an inventory and analysis of the
existing environment including speed data, traffic accident data, and crash analysis data. The
Board also discussed opportunities for improvements that could be made to the corridor under
the complete streets philosophy such as bulbouts, cross walks, pedestrian crossing islands, bike
lanes, road diet, traffic circle, etc. The Board also reviewed case studies and examples of
where this had been done in other cities on similar type roads.

The Board identified objectives for the West Maple project which include to improve the safety
for vehicular and pedestrian traffic, to lower the average speed of vehicular traffic, to reduce
the amount of vehicles swerving to avoid cars making turns, to make it easier to turn onto West
Maple from adjacent side-streets, to reduce traffic congestion at Southfield Road, to provide
safe and convenient pedestrian crossings and maintain the existing sidewalks. In addition, any
proposed change would not make existing conditions worse and would not increase cut through
traffic in the surrounding neighborhoods.

Mike Labadie, Fleis and VandenBrink, explained that at Maple and Cranbrook, Birmingham owns
just the east leg of the intersection and the Road Commission owns the other three legs. The
traffic signal at Cranbrook, controlled by the Road Commission, is at a different cycle length
than the traffic signals at Chesterfield, Lakepark, Southfield and Chester.

Mr. Labadie explained the factors studied for this project included daily traffic volumes, peak
hour turning movement counts, level of service at intersections, crash data, vehicular speed
data, gap analysis, traffic queuing, sight distance analysis.

Mr. Labadie noted that no changes would be made to the Maple and Cranbrook intersection.
He confirmed for Commissioner Rinschler that with the proposed project, the number of cars
going through the intersection would remain the same. Mayor Pro Tem Hoff noted that the
1000 feet east of the intersection will remain the same four lanes. Mr. Labadie confirmed that
no traffic lights will be removed. He presented traffic patterns of a four and three lane road
using a simulated traffic program.

Mr. Labadie confirmed for Mayor Pro Tem Hoff that the improvements could be made to the
Chester, Southfield, and Maple intersection regardless of the number of lanes on Maple. He
confirmed for Commissioner Nickita that the simulated traffic program was the same capacity of
traffic on both the four lane and three lane models.

Commissioner Rinschler pointed out that the connection between the capacity and the speed is
that when the road is reduced to one lane, you match the capacity of the one lane with the
capacity of the intersection. Mr. Labadie noted that there is a significant distribution of the
peak hour traffic and there are no high volume intersections that cross Maple until the very end.

Commissioner Moore pointed out that this is counter-intuitive. He read the summary which
states that all intersections will continue to operate at the current level of service or higher.
The improvements will significantly reduce accident rates and accident severity, eliminate sideswipe accident, reduce speeds, provide a consistent speed for traffic, increase the gaps in the traffic through the use of platooning, reduce congestion particularly in the area of Southfield Road, and enhance pedestrian conditions and crossing throughout the corridor. There would not be an increase in cut-through traffic.

**MOTION:** Motion by McDaniel, seconded by Dilgard:
To approve the installation of ADA ramps at all corners and crossings; the enhancement of higher use bus stops (concrete pad, benches, shelters etc.); and the addition of enhanced technology in the existing signals to control and optimize signal cycle lengths and timing.

The following individuals spoke on the coordination of the traffic signals.
Lou Baughman, 117 Arlington
Irene Schmidt, 2437 Windemere

**VOTE:**
Yeas, 7
Nays, None
Absent, None

**MOTION:** Motion by McDaniel, seconded by Moore:
To approve crosswalk marking improvements to be made at the signalized intersections; congestion relief improvements between Southfield Rd. and Chester St. including a right turn lane for eastbound traffic at Southfield Rd. and dual left turn lanes between Southfield Rd. and Chester St.; installation of marked crosswalks at the Chesterfield Ave. and Lakespark Dr. traffic signals; and the removal of low use bus stops.

In response to a question from Mayor Sherman regarding the length of the test, Mr. Labadie confirmed that six months is sufficient to gather data on speed, congestion, and cut-through traffic, but not crash testing.

The following individuals spoke on congestion on Maple.
Greg Menson, resident on Pleasant St.
Larry Spilkin, 788 Hazelwood

The following individuals spoke on the bus stops:
Bill Dow, 1347 Yorkshire
Rosemary Hall, 1220 Buckingham
DeAngello Espree, 505 E. Lincoln

**VOTE:**
Yeas, 7
Nays, None
Absent, None

**MOTION:** Motion by McDaniel, seconded by Dilgard:
To accept the Multi-Modal Transportation Board recommendation and direct a trial reconfiguration of West Maple Road as soon as possible to evaluate the resulting safety enhancements resulting from restriping the road from four to three lanes with a center turn lane, incorporating a right turn lane for eastbound traffic at Southfield and dual left turn lanes.
between Southfield and Chester. Further to study the following measures with conditions that existed prior to the reconfiguration including average speeds, average daily traffic crash rates, cut through traffic during the PM peak hour on South Glenhurst, Larchea, Chesterfield, Pleasant, Pilgrim, Arlington, Shirley, Baldwin, and Lakepark, and the Level of Service at the Southfield and Chester intersections, as well as at the three churches.

Commissioner Nickita commented that further study is needed in regards to a crosswalk at Baldwin. Commissioner Dilgard suggested including a study of the church driveways.

The following individuals spoke in opposition of the proposed project:
Jim Mirro, 737 Arlington
John Lazar, 515 Pleasant
Karen Schoenberg, 888 Puritan
Lionel Finkelstein, 577 Arlington
Laura Smith, 218 Arlington
Paul Taros, 1288 Bird
Bill Dow, 1347 Yorkshire
Greg Appel, 1610 Buckingham
Dan Devine, resident of Bloomfield Township
Margaret Dumouchel, 720 Glenhurst
Charles Schwartz, 432 Arlington
Bob McNutt, 300 Shirley
Loretta Mirro, 737 Arlington
Barry Meier, 663 Shirley
Rosemary Hall, 1220 Buckingham
Lauren Buttazzoni, resident
Lou Baughman, 117 Arlington
Irene Schmidt, 2437 Windemere
Shelby Szygenda, 445 Arlington
Dave Lurie, 755 Lakeview

The following individuals spoke in support of the proposed project:
JC Cataldo, 271 Chesterfield
Mike Clawson, 139 Pilgrim
Chuck Doraty, resident
Johanna Slanga, 1875 Winthrop
Stuart Jeffares, 1381 Birmingham Blvd

The following individuals commented on the proposed project:
Cheryl Daskas, 353 Aspen
Julie Fielder, resident of Bloomfield Village
Greg Moore, 1431 Pilgrim
Greg Benson, 584 Pleasant
Larry Spilkin, 788 Hazelwood

Commissioner Rinschler expressed support of the project and stated that this a unique opportunity to make the street safer with a test that has virtually no risk.
Commissioner Moore commented that it is the obligation of the Commission to study the level of service and safety.

Commissioner Dilgard expressed concern with the safety of Maple Road and pointed out that the current design is not conducive to the needs. He commended the Multi-Modal Transportation Board on the work done on this project.

Commissioner Nickita expressed support of the test project and noted that the numbers indicate that the proposed project will not create congestion.

Mayor Pro Tem Hoff agreed that this is a unique situation where the City can do something on a temporary basis. She noted that if it does not work, the road will go back to four lanes.

Mayor Sherman commented that there is no real downside of this project as it can go back to four lanes. He noted the Commission is looking at what is in the best long term interest of the community as a whole.

VOTE:  
Yea, 7  
Nay, None  
Absent, None  

The Commission received numerous communications in support and in opposition to the proposed project.

06-120-15 BUDGET APPROPRIATIONS AND AMENDMENTS FISCAL YEAR 2014-2015

MOTION: Motion by Rinschler, seconded by McDaniel:  
To approve the appropriations and amendments to the fiscal year 2014-2015 budget as follows:

**General Fund:**

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<th>Amount</th>
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<th>Expenditures</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Government</td>
<td>101-191.000-702.0001</td>
</tr>
<tr>
<td></td>
<td>101-299.000-923.0000</td>
</tr>
<tr>
<td>Engineering &amp; Public Service</td>
<td>101-751.000-811.0000</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>101-136.000-999.9999</td>
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<tr>
<td></td>
<td>101-999.000-999.4010</td>
</tr>
<tr>
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<td>101-999.000-999.0591</td>
</tr>
<tr>
<td>Total Expenditure Adjustments</td>
<td>$ 400,000</td>
</tr>
</tbody>
</table>

**Major Streets Fund:**

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Cleaning</td>
<td>202-449.004-941.0000</td>
</tr>
<tr>
<td>Street Trees</td>
<td>202-449.005-819.0000</td>
</tr>
</tbody>
</table>
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Rackeline J. Hoff, Mayor, called the meeting to order at 7:32 PM.

II. ROLL CALL

ROLL CALL: Present, Mayor Hoff
Commissioner Bordman
Commissioner Boutros
Commissioner DeWeese
Commissioner Harris
Mayor Pro Tem Nickita (arrived at 7:36 PM)
Commissioner Sherman

Absent, None

Administration: City Manager Valentine, City Attorney Currier, Clerk Pierce, Assistant to the Manager Haines, City Engineer O'Meara, DPS Director Wood, Fire Chief Connaughton, Police Chief Studt, Deputy Police Chief Clemence, Special Event Coordinator Rondello, Building Official Johnson, Library Director Koschik, Assistant Library Director Craft

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

01-14-16 2015 OUTSTANDING BUILDING OFFICIAL AWARD RECOGNITION OF BRUCE JOHNSON

The City Commission recognized Bruce Johnson, Building Official, who was presented with the 2015 Outstanding Building Official Award from the Home Builders Association of Southeastern Michigan.

01-15-16 STATE REPRESENTATIVE MIKE MCCREADY & STATE SENATOR MARTY KNOLLENBERG

State Senator Marty Knollenberg presented an update on the road legislation. He commented on SB 571 and explained that there is pending legislation to amend and clarify it.

State Representative Mike McCready explained that SB 571 had updates to election finance laws dealing with leadership accounts, the repayment of and disclosures referred to as PAC accounts. An amendment was added to it which changed the way local governments could notify their constituents of any bond or millage increases or other related items. He noted that he will be working closely with the Michigan Municipal League, the Township Association, the Library Association, and the schools to get the best possible language to amend it.

Commissioner Sherman pointed out that the number of times that a local body has had a complaint as a result of improper usage of funds since 2012 is five of approximately fifty
The Commission received communications in support of the Adult Services Phase One Project from the following individuals:

- Margaret Betts, 1692 Washington
- Gerald and Carolyn Dreer, 2794 Derby

01-24-16  INTERIM-STUDY REPORT ON THE WEST MAPLE ROAD LANE TRIAL RECONFIGURATION PROJECT

Mike Labadie, Fleis & VandenBrink, presented the interim study report on the progress of the West Maple Road Lane Trial Reconfiguration Project. He explained the number of crashes, average speeds and the daily traffic volume dropped, except on Oak because it was recently resurfaced. The cut through traffic was reduced and there was no change to the level of service and travel time in the corridor.

In response to a question from Mayor Hoff regarding the decrease in traffic volume on West Maple, Mr. Labadie explained that the volumes from the before condition were taken from an average from 1999-2002. He noted that the next report will show this data with the original six month plan.

Mr. Labadie explained to Commissioner Bordman that the traffic volume figures, on all streets other than Maple, are more recent. He confirmed for Commissioner Harris that the comparison information is current except for the traffic volume information on West Maple.

Commissioner Boutros commented that there is a bit of congestion on West Maple. Mr. Labadie explained that calculations were taken at three peak times during the day.

David Bloom suggested each slide in the presentation be annotated with the data that was collected.

01-25-16  HAMILTON AVENUE PAVING PROJECT CONTRACT AWARD

City Engineer O'Meara explained the project to reconstruct Hamilton includes new sewer, watermain, sidewalks, and street lights. He explained that the ramifications to the business community has been thought through. He noted that there are some incentives to the contractor if the project is completed ahead of schedule and if it is completed behind schedule the contractor would be penalized.

Mayor Hoff questioned the difference between the budgeted amount for the project and the actual cost. Mr. O'Meara explained that the construction costs are increasing.

Mr. O'Meara confirmed for Commissioner Bordman that the street lights would be able to accommodate the same size banners as is currently hung.

Mr. O'Meara confirmed for Commissioner Sherman that the pedestrian scale lights will be LED.

Mr. O'Meara confirmed for Mayor Pro Tem Nickita that a crosswalk will be at the Ferndale intersection.

Mayor Pro Tem Nickita questioned if the City is intending to build out the intersection at Old Woodward with the intention of revising it when Old Woodward is redone.
DATE: January 19, 2016

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Deputy Police Chief

SUBJECT: Interim-Study Report on the West Maple Road 4 to 3 Lane Trial Reconfiguration Project

On June 1, 2015, the City Commission approved the Multi-Modal Transportation Board’s recommendation that West Maple Road, between Cranbrook Rd. and Southfield Rd., be reconfigured from 4 lanes to 3 lanes (4 to 3 lane diet) on a trial basis. The temporary reconfiguration took place on October 3, 2015.

In early January of 2016, the City, with the assistance of Traffic Engineer Mike Labadie of the firm Fleis & Vandenbrink, conducted an interim study covering the six criteria identified to measure the effectiveness of the conversion: crash data, average speeds, traffic volumes, cut-through traffic, level of service and travel time.

The attached document provides a summation of those findings. It should be noted that this is an interim report being used to gauge the status of the project and that a final report will be conducted and the associated findings reported to the City Commission in the spring of 2016.
### Before/After Analysis (Interim Results)
#### West Maple Road 4-Lane to 3-Lane Conversion

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Before Condition (4-Lanes W. Maple Rd.)</th>
<th>After Condition (3-Lanes W. Maple Rd.)</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crash Analysis</td>
<td>Crash Average (3 months)</td>
<td>11.7</td>
<td>4.0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>-7.7</td>
<td></td>
</tr>
<tr>
<td>Average Speeds (^1)</td>
<td>Eastbound 85th Percentile Speed (mph)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>W. Maple Road</td>
<td>41</td>
<td>37</td>
<td>-4</td>
</tr>
<tr>
<td>14 Mile Road</td>
<td>38</td>
<td>40</td>
<td>2</td>
</tr>
<tr>
<td>Lincoln Street</td>
<td>31</td>
<td>31</td>
<td>n/c</td>
</tr>
<tr>
<td>Oak Street</td>
<td>31</td>
<td>31</td>
<td>n/c</td>
</tr>
<tr>
<td>Quarton Road</td>
<td>42</td>
<td>44</td>
<td>2</td>
</tr>
<tr>
<td>Westbound 85th Percentile Speed (mph)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W. Maple Road</td>
<td>45</td>
<td>37</td>
<td>-8</td>
</tr>
<tr>
<td>14 Mile Road</td>
<td>39</td>
<td>39</td>
<td>n/c</td>
</tr>
<tr>
<td>Lincoln Street</td>
<td>30</td>
<td>31</td>
<td>1</td>
</tr>
<tr>
<td>Oak Street</td>
<td>30</td>
<td>31</td>
<td>1</td>
</tr>
<tr>
<td>Quarton Road</td>
<td>45</td>
<td>43</td>
<td>-2</td>
</tr>
<tr>
<td>Traffic Volumes</td>
<td>Average Daily Traffic Volume (vehicles per day)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>W. Maple Road (^2)</td>
<td>27,190</td>
<td>22,643</td>
<td>-4,547</td>
</tr>
<tr>
<td>14 Mile Road</td>
<td>17,917</td>
<td>16,717</td>
<td>-1,200</td>
</tr>
<tr>
<td>Lincoln Street</td>
<td>6,698</td>
<td>6,269</td>
<td>-429</td>
</tr>
<tr>
<td>Oak Street</td>
<td>3,047</td>
<td>3,422</td>
<td>375</td>
</tr>
<tr>
<td>Quarton Road</td>
<td>19,986</td>
<td>19,528</td>
<td>-458</td>
</tr>
<tr>
<td>Cut-Through Traffic</td>
<td>Vehicles Per Hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Northbound</td>
<td>157</td>
<td>136</td>
<td>-21</td>
</tr>
<tr>
<td>Southbound</td>
<td>232</td>
<td>172</td>
<td>-60</td>
</tr>
<tr>
<td>Total</td>
<td>389</td>
<td>308</td>
<td>-81</td>
</tr>
<tr>
<td>Level of Service</td>
<td>W. Maple Rd. &amp; Chester Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AM Peak Hour</td>
<td>B</td>
<td>B</td>
<td>n/c</td>
</tr>
<tr>
<td>PM Peak Hour</td>
<td>C</td>
<td>C</td>
<td>n/c</td>
</tr>
<tr>
<td>AM Peak Hour</td>
<td>B</td>
<td>B</td>
<td>n/c</td>
</tr>
<tr>
<td>PM Peak Hour</td>
<td>C</td>
<td>B to C(^1)</td>
<td></td>
</tr>
<tr>
<td>Travel Time</td>
<td>Average Travel Time (min)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eastbound W. Maple Rd.</td>
<td>3.5</td>
<td>3.2</td>
<td>-0.3</td>
</tr>
<tr>
<td>Westbound W. Maple Rd.</td>
<td>3.0</td>
<td>3.0</td>
<td>n/c</td>
</tr>
</tbody>
</table>

\(^1\) Changes in speed of \(\pm\) 2 mph are indiscernible.

\(^2\) Before condition volume is an average of 1999-2002; since these volumes were taken, an overall 20% reduction in traffic volumes occurred, reaching the lowest level in 2008. Volumes are slowly returning to their peak volumes at a growth rate less than 1% annually.

\(^1\) Delay increased by 4.7 seconds, which changed the LOS letter grade, however this increase in delay would be indiscernible.

**Crash Analysis:** The crash rates on the corridor dropped from a three month average of 11.7 crashes to 4.0 crashes. The crashes that occurred during the interim analysis period were all rear-end type crashes.

**Average Speeds:** The average speeds on W. Maple Road decreased. The 85th percentile speeds now correspond with the posted speed limit on W. Maple Road. In addition, the conversion did not significantly change the 85th percentile speeds on the parallel routes.

**Average Daily Traffic:** Overall, the average daily traffic volumes decreased. The exception is on Oak Street, which was recently improved and the increase in traffic volumes can be attributed to more vehicles using this roadway now that traffic has normalized through the area.

**Cut-Through Traffic:** There was a significant reduction in cut-through traffic; most notably on Arlington Street/Shirley Road and Chesterfield Ave.

**Level of Service:** There was generally no change in the Level of Service (LOS) along the corridor. All intersections continue to operate acceptably. A LOS D is generally considered the lowest acceptable grade.

**Travel Times:** There was generally no change in travel time along the corridor; there was a moderate decrease for eastbound traffic (18sec) and no change for westbound traffic.
MEMO

To: Mr. Mark Clemence  
Chief of Police  
City of Birmingham

From: Michael J. Labadie, P.E.  
Julie M. Kroll, P.E., PTOE  
Steven J. Russo, EIT  
Fleis & VandenBrink

Date: June 15, 2016

Re: W. Maple Road 4 to 3 Lane Conversion  
City of Birmingham, Michigan  
Before & After Study

Introduction
This memorandum presents the methodologies, analyses, and results of the Before & After Study for the W. Maple Road 4 to 3 lane conversion between Cranbrook Road and Southfield Road in the City of Birmingham, Michigan.

The scope of this study was developed based on Fleis & VandenBrink’s (F&V) knowledge of the study area, information provided by City of Birmingham, accepted traffic engineering practice, and methodologies published by the Institute of Transportation Engineers (ITE).

Data Collection
Data collection was performed September 22-October 1, 2015 to collect the Before conditions of the four-lane roadway. Interim data collection was performed with the three-lane roadway January 5-10, 2016 and the After condition data collection was performed April 11-22, 2016. The following data was collected during the three analysis periods:
  - Crash Data
  - Average Daily Traffic Volumes
  - Peak Period Traffic Volumes (Weekday and Sunday)
  - Speed Data
  - Cut-Through Traffic
  - Travel Time

The results of the data collection analyses are summarized herein.
Crash Analysis

The crash data used in the study was provided by the Traffic Improvement Association of Michigan (TIA). The data includes the three years (January 2012 to December 2014) prior lane reduction and the six months after the three-lane conversion was completed. The crash analysis evaluated the six-month crash average for both the four-lane and three-lane operations. The results showed a reduction for all crash types and an overall 38% reduction in the crashes along the corridor. The results of the analysis are summarized in Table 1.

<table>
<thead>
<tr>
<th>Crash Type</th>
<th>6-Month Crash Average</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Before Condition</td>
<td>After Condition</td>
</tr>
<tr>
<td></td>
<td>(4-Lanes W. Maple Rd.)</td>
<td>(3-Lanes W. Maple Rd.)</td>
</tr>
<tr>
<td>Angle</td>
<td>2.0</td>
<td>1.0</td>
</tr>
<tr>
<td>Head-On Left</td>
<td>0.5</td>
<td>0.0</td>
</tr>
<tr>
<td>Head-On</td>
<td>0.2</td>
<td>0.0</td>
</tr>
<tr>
<td>Rear-End</td>
<td>12.8</td>
<td>11.0</td>
</tr>
<tr>
<td>Rear-End Left</td>
<td>0.7</td>
<td>0.0</td>
</tr>
<tr>
<td>Rear-End Right</td>
<td>0.3</td>
<td>0.0</td>
</tr>
<tr>
<td>Single Vehicle</td>
<td>1.2</td>
<td>1.0</td>
</tr>
<tr>
<td>Sideswipe Same</td>
<td>2.8</td>
<td>1.0</td>
</tr>
<tr>
<td>Other</td>
<td>3.5</td>
<td>1.0</td>
</tr>
<tr>
<td>Total</td>
<td>24.0</td>
<td>15.0</td>
</tr>
</tbody>
</table>

Average Daily Traffic

The average daily traffic volumes were collected for a period of 24-hours during a typical weekday for each of the three analysis periods (Before, Interim and After) on the following study roadways:
- **W. Maple Road**, Cranbrook Road to Southfield Road
- **Quarton Road**, Cranbrook Road to Southfield Road
- **Lincoln Street**, Cranbrook Road to Southfield Road
- **Oak Street**, Cranbrook Road to Old Woodward
- **14 Mile Road**, Southfield to Pierce Street

The results of the analysis are summarized in Table 2.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Study Roadway</td>
<td>Average Daily Traffic Volume (vehicles per day)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maple at Baldwin†</td>
<td>27,190</td>
<td>21,212</td>
<td>23,781</td>
<td>-5,978</td>
<td>-3,409</td>
</tr>
<tr>
<td>14 Mile Road</td>
<td>17,917</td>
<td>16,717</td>
<td>18,774</td>
<td>-1,200</td>
<td>857</td>
</tr>
<tr>
<td>Lincoln Street</td>
<td>5,698</td>
<td>6,269</td>
<td>7,802</td>
<td>-429</td>
<td>1,104</td>
</tr>
<tr>
<td>Oak Street</td>
<td>3,047</td>
<td>3,422</td>
<td>4,156</td>
<td>375</td>
<td>1,109</td>
</tr>
<tr>
<td>Quarton Road</td>
<td>19,986</td>
<td>19,528</td>
<td>8,933</td>
<td>-458</td>
<td>-11,053</td>
</tr>
<tr>
<td>Total Study Network</td>
<td>102,028</td>
<td>89,791</td>
<td>89,701</td>
<td>-12,237</td>
<td>-12,327</td>
</tr>
</tbody>
</table>

† Befor condition volume is an average of 1999-2002; since these volumes were taken, an overall 20% reduction in traffic volumes occurred, reaching the lowest level in 2008. Volumes are slowly returning to their peak volumes at a growth rate less than 1% annually.
Overall, the average daily traffic volumes decreased throughout the City after the completion of the three-lane conversion. During the interim analysis, Oak Street was marginally higher than the before counts conducted in September 2015. This is attributed to Oak Street having been closed all summer for construction and had recently reopened when the September 2015 data collection was performed. Therefore, counts at this location were determined to be artificially low and the January 2016 condition represents typical traffic volumes along this roadway.

The overall number of vehicles in the study roadway network remained essentially unchanged from January to April 2016, and were significantly less than the before condition traffic volumes. The significant changes in the traffic volumes and distributions is due to the closure of Big Beaver Road (Quarton Road) east of Woodward Avenue. As a result of this closure, daily traffic volumes on Quarton Road showed a significant decrease, with traffic diverted to alternate parallel routes including W. Maple Road, 14 Mile Road, Lincoln Street, and Oak Street.

Speed Data Summary

The daily speed data was collected concurrently with the 24-hour traffic volumes data as summarized above. The results of the analysis show that the 85th percentile speeds on W. Maple Road have decreased and now more closely correspond with the posted speed limits on W. Maple Road. In addition, 4-to-3 lane conversion did not significantly change the 85th percentile speeds on the parallel routes as summarized in Table 3 below. The speeds on eastbound Quarton Road did marginally increase; however, this is due to the significant decrease in traffic volumes on Quarton Road (summarized in Table 2) resulting in less congestion.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Study Roadway</td>
<td>Eastbound 85th Percentile Speed (mph)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maple at Baldwin</td>
<td>41</td>
<td>39</td>
<td>37</td>
<td>-2</td>
<td>-4</td>
</tr>
<tr>
<td>Maple at Suffield</td>
<td>41</td>
<td>37</td>
<td>36</td>
<td>-4</td>
<td>-5</td>
</tr>
<tr>
<td>14 Mile Road</td>
<td>38</td>
<td>40</td>
<td>39</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Lincoln Street</td>
<td>31</td>
<td>31</td>
<td>31</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Oak Street</td>
<td>31</td>
<td>31</td>
<td>31</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Quarton Road</td>
<td>42</td>
<td>44</td>
<td>46</td>
<td>2</td>
<td>4</td>
</tr>
</tbody>
</table>

| Study Roadway       | Westbound 85th Percentile Speed (mph)  |                                    |                                    |                                     |                                  |
| Maple at Baldwin    | 45                                      | 38                                 | 39                                 | -7                                  | -6                               |
| Maple at Suffield   | 45                                      | 37                                 | 37                                 | -8                                  | -8                               |
| 14 Mile Road        | 39                                      | 39                                 | 39                                 | 0                                   | 0                                |
| Lincoln Street      | 30                                      | 31                                 | 31                                 | 1                                   | 1                                |
| Oak Street          | 30                                      | 31                                 | 31                                 | 1                                   | 1                                |
| Quarton Road        | 45                                      | 43                                 | 47                                 | -2                                  | 2                                |
Cut-Through Traffic

The Cut-Through traffic volumes were collected during the PM peak period (4-6PM) during a typical weekday for each of the three analysis periods (Before, Interim and After). The Cut-Through traffic was determined by recording the license plate information on both north and south end of each of the following roadway segments. A vehicle was identified to be a “cut-through” when it traveled the study roadway in 5 minutes or less.

- Arlington Street, W. Maple Road to Lincoln Street
- Shirley Road, W. Maple Road to Lincoln Street
- Chesterfield Avenue, W. Maple Road to Quarton Road
- Glenhurst Drive, W. Maple Road to Lincoln Street
- Lake Park Drive, W. Maple Road to Oak Street
- Larchlea Drive, W. Maple Road to Lincoln Street
- Pilgrim Avenue, W. Maple Road to Quarton Road
- Pleasant Avenue, W. Maple Road to Lincoln Street

### Table 4: Cut-Through Traffic Summary Table

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Arlington Street/ Shirley Road</td>
<td>Northbound</td>
<td>36</td>
<td>29</td>
<td>25</td>
<td>-7</td>
<td>-11</td>
</tr>
<tr>
<td></td>
<td>Southbound</td>
<td>66</td>
<td>32</td>
<td>60</td>
<td>-34</td>
<td>-6</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>102</td>
<td>61</td>
<td>85</td>
<td>-41</td>
<td>-17</td>
</tr>
<tr>
<td>Chesterfield Avenue</td>
<td>Northbound</td>
<td>27</td>
<td>13</td>
<td>8</td>
<td>-14</td>
<td>-19</td>
</tr>
<tr>
<td></td>
<td>Southbound</td>
<td>43</td>
<td>21</td>
<td>17</td>
<td>-22</td>
<td>-26</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>70</td>
<td>34</td>
<td>25</td>
<td>-36</td>
<td>-45</td>
</tr>
<tr>
<td>Glenhurst Drive</td>
<td>Northbound</td>
<td>7</td>
<td>9</td>
<td>8</td>
<td>-2</td>
<td>-1</td>
</tr>
<tr>
<td></td>
<td>Southbound</td>
<td>9</td>
<td>7</td>
<td>8</td>
<td>-2</td>
<td>-1</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>16</td>
<td>16</td>
<td>16</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Lake Park Drive</td>
<td>Northbound</td>
<td>44</td>
<td>43</td>
<td>49</td>
<td>-1</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Southbound</td>
<td>45</td>
<td>51</td>
<td>56</td>
<td>6</td>
<td>11</td>
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<td></td>
<td>Total</td>
<td>89</td>
<td>94</td>
<td>105</td>
<td>5</td>
<td>16</td>
</tr>
<tr>
<td>Larchlea Drive</td>
<td>Northbound</td>
<td>7</td>
<td>3</td>
<td>4</td>
<td>-4</td>
<td>-3</td>
</tr>
<tr>
<td></td>
<td>Southbound</td>
<td>10</td>
<td>4</td>
<td>0</td>
<td>-6</td>
<td>-10</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>12</td>
<td>3</td>
<td>9</td>
<td>-9</td>
<td>-3</td>
</tr>
<tr>
<td>Pilgrim Avenue</td>
<td>Northbound</td>
<td>3</td>
<td>1</td>
<td>4</td>
<td>-2</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Southbound</td>
<td>10</td>
<td>4</td>
<td>0</td>
<td>-6</td>
<td>-10</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>13</td>
<td>5</td>
<td>4</td>
<td>-8</td>
<td>-9</td>
</tr>
<tr>
<td>Pleasant Avenue</td>
<td>Northbound</td>
<td>35</td>
<td>41</td>
<td>35</td>
<td>6</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Southbound</td>
<td>52</td>
<td>54</td>
<td>75</td>
<td>2</td>
<td>23</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>87</td>
<td>95</td>
<td>110</td>
<td>8</td>
<td>23</td>
</tr>
<tr>
<td>Total</td>
<td>Northbound</td>
<td>157</td>
<td>136</td>
<td>134</td>
<td>-21</td>
<td>-23</td>
</tr>
<tr>
<td></td>
<td>Southbound</td>
<td>232</td>
<td>172</td>
<td>220</td>
<td>-60</td>
<td>-12</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>389</td>
<td>308</td>
<td>354</td>
<td>-81</td>
<td>-35</td>
</tr>
</tbody>
</table>

The results of the analysis show a significant reduction in cut-through traffic, most notably on Arlington Street/Shirley Road and Chesterfield Avenue from the Before conditions to Interim analysis. There was an increase in cut-through traffic from the Interim analysis in January 2016 to the Before analysis in April 2016. This increase is attributed to the closure of Big Beaver Road (Quarton Road) east of Woodward Avenue which has diverted traffic to the alternate parallel routes, including Lincoln Street and Oak Street. It should be noted that even with the redistribution from the Big Beaver closure, the cut-through traffic volumes are overall less than what was experienced during the Before condition with the four-lanes on W. Maple Road.
Travel Times

The travel time data was collected during the AM (7-9 AM), Midday (11 AM-1 PM) and PM (4-6 PM) peak hours on W. Maple Road between Cranbrook Road and Chester Street. The travel times were conducted by driving a data collection vehicle equipped with a GPS location device that collects time and location data. A minimum of 10 travel time runs were conducted for each direction during peak periods and then averaged to calculate the peak period travel time for each direction of travel. The results of the analysis are summarized in Table 5.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Peak Period</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AM Peak Hour</td>
<td>Eastbound</td>
<td>3.5</td>
<td>2.9</td>
<td>4.4</td>
<td>-0.6</td>
</tr>
<tr>
<td></td>
<td>Westbound</td>
<td>3.2</td>
<td>3.1</td>
<td>2.7</td>
<td>-0.1</td>
</tr>
<tr>
<td>Midday Peak Hour</td>
<td>Eastbound</td>
<td>3.5</td>
<td>3.4</td>
<td>3.7</td>
<td>-0.1</td>
</tr>
<tr>
<td></td>
<td>Westbound</td>
<td>2.6</td>
<td>2.7</td>
<td>3.3</td>
<td>0.1</td>
</tr>
<tr>
<td>PM Peak Hour</td>
<td>Eastbound</td>
<td>3.4</td>
<td>3.4</td>
<td>4.7</td>
<td>0.0</td>
</tr>
<tr>
<td></td>
<td>Westbound</td>
<td>3.1</td>
<td>3.3</td>
<td>4.1</td>
<td>0.2</td>
</tr>
<tr>
<td>Average</td>
<td>Eastbound</td>
<td>3.5</td>
<td>3.2</td>
<td>4.3</td>
<td>-0.2</td>
</tr>
<tr>
<td></td>
<td>Westbound</td>
<td>3.0</td>
<td>3.0</td>
<td>3.4</td>
<td>0.1</td>
</tr>
</tbody>
</table>

The results of the analysis show that overall the travel time has increased on W. Maple Road; however, the increases are generally less than 1 minute. This is consistent with the decrease in speeds on W. Maple Road as summarized in Table 3.

Weekday Level of Service

Peak hour vehicle delays and Levels of Service (LOS) were calculated at the signalized intersections along the W. Maple Road corridor using Synchro (Version 9) traffic analysis software. This analysis was based on the methodologies presented in the Highway Capacity Manual 2010 (HCM). The weekday LOS was evaluated the Before, Interim, and After conditions. There was generally no change in the Level of Service (LOS) at intersections along the corridor. All intersections continue to operate acceptably at LOS C or better and a LOS D is generally considered the lowest acceptable grade. The intersections with the greatest delay are summarized in Table 6.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Peak Period</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AM Peak Hour</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>n/c</td>
<td>n/c</td>
</tr>
<tr>
<td>PM Peak Hour</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>n/c</td>
<td>n/c</td>
</tr>
<tr>
<td>Peak Period</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AM Peak Hour</td>
<td>B</td>
<td>B</td>
<td>C</td>
<td>n/c</td>
<td>B to C¹</td>
</tr>
<tr>
<td>PM Peak Hour</td>
<td>B</td>
<td>C</td>
<td>C</td>
<td>B to C¹</td>
<td>B to C</td>
</tr>
</tbody>
</table>

The results of the analysis show that no change in operational delay is experienced at W. Maple Road & Chester Street. During the PM peak period the increase in traffic volumes on W. Maple Road caused an additional delay of 13 seconds, decreasing the overall LOS from B to C.

¹ Delay increased by <5 seconds, which changed the LOS letter grade, however this increase in delay would be indiscernible.
Sunday Level of Service

Peak hour vehicle delays and LOS were calculated at the unsignalized intersections and driveways directly impacted by church operations on Sunday. The following intersections were included in the analysis:

- Lutheran Church of the Redeemer-West Site Drive
- First Presbyterian Church-W. Maple Road Site Drive
- First United Methodist Church-Pleasant Avenue

Sunday peak period (9-11AM) data collection was performed at each of the study intersections for the Before, Interim, and After conditions. The Sunday peak hour volumes on W. Maple Road in April 2016 were determined to be higher than the data collected in both September 2015 and January 2016. The traffic volumes are summarized in Table 7.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday Peak Hour</td>
<td>1,154</td>
<td>762</td>
<td>1,340</td>
</tr>
</tbody>
</table>

Therefore, to evaluate the Sunday LOS operations the April traffic volumes were used with both the Before (4-Lanes) and After (3-Lanes) conditions. This evaluation shows the impact of converting back to the 4-lane operation with the existing (April 2016) traffic volumes on W. Maple Road. The results of the analysis are summarized in Table 8.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Before Condition 4-Lanes April 2016 (adj)</th>
<th>After Condition 3-Lanes April 2016</th>
<th>Difference 4-to-3 Lanes April 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Movement</td>
<td>W. Maple Rd. &amp; Lutheran Church Driveway</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EB LT</td>
<td>B</td>
<td>B</td>
<td>n/c</td>
</tr>
<tr>
<td>WB LT</td>
<td>A</td>
<td>A</td>
<td>n/c</td>
</tr>
<tr>
<td>NB</td>
<td>F</td>
<td>F</td>
<td>n/c</td>
</tr>
<tr>
<td>SB</td>
<td>F</td>
<td>F</td>
<td>n/c</td>
</tr>
<tr>
<td>Movement</td>
<td>W. Maple Rd. &amp; First Presbyterian Church Driveway</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WB LT</td>
<td>B</td>
<td>B</td>
<td>n/c</td>
</tr>
<tr>
<td>NB</td>
<td>E</td>
<td>C</td>
<td>E to C</td>
</tr>
<tr>
<td>Movement</td>
<td>W. Maple Rd. &amp; Pleasant Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EB LT</td>
<td>A</td>
<td>A</td>
<td>n/c</td>
</tr>
<tr>
<td>WB LT</td>
<td>B</td>
<td>B</td>
<td>n/c</td>
</tr>
<tr>
<td>NB</td>
<td>F</td>
<td>F</td>
<td>n/c</td>
</tr>
<tr>
<td>SB</td>
<td>D</td>
<td>D</td>
<td>n/c</td>
</tr>
</tbody>
</table>

Overall, the church driveways will operate in a manner similar manner to the Before conditions. The operations at the First Presbyterian Church Driveway were improved to an acceptable LOS C over the Before conditions operations which operate at a LOS E.

Conclusions

The results of the analysis conclude that the test conversation of W. Maple Road to a three lane section improved the safety and reduced speeds along the corridor. There was negligible impact to the adjacent roadways and neighborhoods generally saw a reduction in cut-through traffic.

It is recommended that the proposed W. Maple Road reconstruction provide a three-lane cross-section between Cranbrook Road and Southfield Road.

END
<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Before Condition 4-Lanes Sep-2015</th>
<th>Interim Review 3-Lanes Jan-2016</th>
<th>After Condition 3-Lanes Apr-2016</th>
<th>Difference 4-to-3 Lanes Jan-2016</th>
<th>Difference 4-to-3 Lanes Apr-2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crash Analysis</td>
<td>24.0</td>
<td>15.0</td>
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<td>-38%</td>
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<tr>
<td>Traffic Volumes</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Average Daily Traffic Volume (vehicles per day)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maple @ Baldwin</td>
<td>27,190</td>
<td>21,212</td>
<td>23,781</td>
<td>-5,978</td>
<td>-3,409</td>
</tr>
<tr>
<td>14 Mile Road</td>
<td>17,917</td>
<td>16,717</td>
<td>18,774</td>
<td>-1,200</td>
<td>857</td>
</tr>
<tr>
<td>Lincoln Street</td>
<td>6,698</td>
<td>6,269</td>
<td>7,802</td>
<td>-429</td>
<td>1,104</td>
</tr>
<tr>
<td>Oak Street</td>
<td>3,047</td>
<td>3,422</td>
<td>4,156</td>
<td>375</td>
<td>1,109</td>
</tr>
<tr>
<td>Quarton Road</td>
<td>19,986</td>
<td>19,528</td>
<td>8,933</td>
<td>-458</td>
<td>-11,053</td>
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<td>102,028</td>
<td>89,791</td>
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<td>Average Speeds</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Maple at Baldwin</td>
<td>41</td>
<td>39</td>
<td>37</td>
<td>-2</td>
<td>-4</td>
</tr>
<tr>
<td>Maple at Suffield</td>
<td>41</td>
<td>37</td>
<td>36</td>
<td>-4</td>
<td>-5</td>
</tr>
<tr>
<td>14 Mile Road</td>
<td>38</td>
<td>40</td>
<td>39</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Lincoln Street</td>
<td>31</td>
<td>31</td>
<td>31</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Oak Street</td>
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<td>0</td>
</tr>
<tr>
<td>Quarton Road</td>
<td>42</td>
<td>44</td>
<td>46</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Eastbound 85th Percentile Speed (mph)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maple at Baldwin</td>
<td>38</td>
<td>39</td>
<td>39</td>
<td>-7</td>
<td>-6</td>
</tr>
<tr>
<td>Maple at Suffield</td>
<td>39</td>
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<td>37</td>
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<tr>
<td>14 Mile Road</td>
<td>39</td>
<td>39</td>
<td>39</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Lincoln Street</td>
<td>31</td>
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<td>31</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Oak Street</td>
<td>31</td>
<td>31</td>
<td>31</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Quarton Road</td>
<td>45</td>
<td>43</td>
<td>47</td>
<td>-2</td>
<td>2</td>
</tr>
<tr>
<td>Westbound 85th Percentile Speed (mph)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cut-Through Traffic</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Northbound</td>
<td>157</td>
<td>136</td>
<td>134</td>
<td>-21</td>
<td>-23</td>
</tr>
<tr>
<td>Southbound</td>
<td>232</td>
<td>172</td>
<td>220</td>
<td>-60</td>
<td>-12</td>
</tr>
<tr>
<td>Total</td>
<td>389</td>
<td>308</td>
<td>354</td>
<td>-81</td>
<td>-35</td>
</tr>
<tr>
<td>Travel Time</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Travel Time (min)</td>
<td>3.5</td>
<td>3.2</td>
<td>4.3</td>
<td>n/c</td>
<td>0.8</td>
</tr>
<tr>
<td>Weekday Level of Service</td>
<td>W. Maple Rd. &amp; Chester Street</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AM Peak Hour</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>n/c</td>
<td>n/c</td>
</tr>
<tr>
<td>PM Peak Hour</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>n/c</td>
<td>n/c</td>
</tr>
<tr>
<td>W. Maple Rd. &amp; Southfield Road</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AM Peak Hour</td>
<td>B</td>
<td>B</td>
<td>C</td>
<td>n/c</td>
<td>B to C³</td>
</tr>
<tr>
<td>PM Peak Hour</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>B to C³</td>
<td>B to C³</td>
</tr>
</tbody>
</table>

Key: Increase, Decrease, No change/Indiscernible

1 Changes in speed of ± 2 mph are indiscernible.
2 Before condition volume is an average of 1999-2002; since these volumes were taken, an overall 20% reduction in traffic volumes occurred, reaching the lowest level in 2008. Volumes are slowly returning to their peak volumes at a growth rate less than 1% annually.
3 Delay increased by <5 seconds, which changed the LOS letter grade, however this increase in delay would be indiscernible.
4 During the PM peak period the increase in traffic volumes on W. Maple Road caused an additional delay of 13 seconds.
Fwd: West Maple re-striping

Paul O'Meara <pomeara@bhamgov.org>  
Mon, Oct 5, 2015 at 7:59 PM  
To: Mike Labadie <mlabadie@fveng.com>, "Ecker, Jana" <Jecker@bhamgov.org>, Joe Valentine <Jvalentine@bhamgov.org>, Mark Clemence <Molemence@bhamgov.org>  
Cc: Austin Fletcher <afletcher@bhamgov.org>

Our first thank you note -

——— Forwarded message ———
From: Joe Cross <crossdefense@sbcglobal.net>  
Date: Mon, Oct 5, 2015 at 11:07 AM  
Subject: West Maple re-striping  
To: "pomeara@bhamgov.org" <pomeara@bhamgov.org>

Mr. O'Meara, I live and work on the West Maple corridor that was recently re-stripped. My family and neighbors congratulate you on having the courage to implement this project for the safety of the community. There are no traffic backups at rush hour any greater than what we dealt with before the re-striping. In fact, the traffic flow is greatly improved, i.e. no sudden lane changes to skirt the preceding vehicles that are slower or turning, no sudden stops when a lane change is found to be unavailable, and no racing to beat the light by multiple vehicles where pedestrians are waiting to cross. Residents who take the time to observe the traffic flow, rather than just speculate that "there will be problems," will have to acknowledge that the change presents a much safer and reasonable environment for all. Further, it is actually easier to pull out onto Maple without the above mentioned risks.

In addition, those who have expressed concern that this project is somehow misplaced, should note that 13 mile reduces from 4 lanes to 2 between southfield and Evergreen/Cranbrook. 14 mile goes to 2 lanes from greenfield to telegraph. 16 is 2 lanes from Woodward to Telegraph, as well as Long Lake Road. West Maple, cutting directly through a residential neighborhood, should be no different. Patience and common sense while driving through our community for the purpose of greater safety should prevail over those who need to speed and rush toward the downtown shopping district. You will no doubt see a reduction in the number of accidents as a result of the re-striping.

Again, I applaud its implementation, and let's make sure that those who complain rely on facts and evidence supporting their complaints, and not just speculation and fear-mongering over traffic backups that don't exist.

Thank you for your time.

S. Joseph Cross

—

Paul T. O'Meara  
City of Birmingham, MI  
City Engineer  
248-530-1836  
pomeara@bhamgov.org
Fwd: Maple Road

Jana Ecker <jecker@bhamgov.org> Wed, Oct 7, 2015 at 2:05 PM
To: Paul O'Meara <Pomeara@bhamgov.org>, Mark Clemence <Mclemence@bhamgov.org>, Mike Labadie <mlabadie@fveng.com>, Joe Valentine <Jvalentine@bhamgov.org>, Austin Fletcher <afletcher@bhamgov.org>

FYI

Sent from my iPhone

Begin forwarded message:

From: Theodore Nittis <tnittis@oswaldcompanies.com>
Date: October 7, 2015 at 1:58:50 PM EDT
To: "jecker@bhamgov.org" <jecker@bhamgov.org>
Subject: Maple Road

Hi Jana,

I'm not sure if this is the proper way to provide input or not, so please accept my apologies if it is not.

I live in Bloomfield Village, very close to Maple Road, and travel Maple every day, multiple times per day.

I was very curious to see what effect the re-stripping of Maple would have, and now having lived with it for a little while, I have to say it's... great. Traffic moves slightly more slowly, but there's no slamming on the brakes, getting caught behind folks turning left, people going 70mph to pass on the right, pulling into lanes without looking, etc.

I am horrified and embarrassed that my neighborhood association (Bloomfield Village) wrote a letter in opposition without waiting to see how things actually worked. I have heard that this was at the urging of a few squeaky wheels, err I mean "residents".

I am sure, as we get close to the holidays, the lane will get clogged near downtown Birmingham (just like it did when it was two lanes), but I think the transition into downtown will be safer. The first couple of days of the trial, there was construction near downtown, and the back up wasn't too bad. It's simply a more pleasant trip in.

I hope Bloomfield Township considers doing this between Lahser and Cranbrook to compliment your efforts.
One last thing, I had heard there was going to be a bike lane, is this still a potential? It’s always a pain to bike down the sidewalk of Maple, and one takes their life in their hands to bike on Maple (at least the OLD Maple).

Good work, and best of luck in fighting off the crazies that resist any change.

Theo. Nittis

Theodore C. Nittis
Vice President & Risk Management Counsel

Oswald Companies
39572 Woodward Ave., Suite 201
Bloomfield Hills, MI 48304
Direct 248.433.7934
Office 248.433.1466

tnittis@oswaldcompanies.com
www.oswaldcompanies.com

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Thank you.
FW: Maple Road

Rackeline Hoff <rackyhoff@hotmail.com>  
To: Joe Valentine <jvalentine@bhamgov.org>  
Wed, Oct 7, 2015 at 3:03 PM

Hi Joe,
Just passing on to you an email I just received. He refers to the "eastbound side of Maple", but I think he means the "north side of Maple east of Cranbrook." I believe Waddington is in Blmfd. Township. No need to answer, unless you have some specific info about his issue. I'll thank him for his comment.

Racky

Rackeline J. Hoff
Mayor Pro Tem
City of Birmingham

Date: Wed, 7 Oct 2015 12:54:45 -0400  
Subject: Maple Road  
From: richard@simmons.net  
To: rackyhoff@hotmail.com

We are friends of Terrells and live just off Maple on Waddington - just past the transition from 4 lanes to 2 on the eastbound side of Maple east of Cranbrook.
We thought you should know that the transition as currently implemented has caused a safety hazard. We hear numerous horns each day as drivers go through this transition and it seems only a matter of time until accidents result. Thought you should know.

Dick and Jane Simmons
Reader's Comment re. Maple Road re-striping

Barry Silver <bsilver@sbcglobal.net>  
Reply-To: Barry Silver <bsilver@sbcglobal.net>  
To: "luke@hometownlife.com" <luke@hometownlife.com>  
Cc: Joe Valentine <jvalentine@bhamgov.org>  

From:

Barry Silver  
1155 Derby Road  
Apt. 8  
Birmingham MI 48009  
248-792-7117  

Reader's comment, please, if you can insert it into the next Birmingham Eccentric edition:

Please print as written;  
if you can't include every word, don't edit it on your own;  
return it to me and I will edit it:

"Sanity Returns to West Maple Road"

At NEXT on Wednesday, Oct. 7, City Manager Joe Valentine paid a visit. Among his very well presented topics was Maple Road, with actual driving habit video as proof of what people have said, specifically, proof of what drivers do that is decidedly inconsiderate, and dangerous. Initially not in favor, the first fifteen seconds driving on the re-striped West Maple provided a great sense of relief. The anxiety vanished.
The fear of speeding tailgaters, the weaving speeders, the red light runners, disappeared.

Safety technology built into vehicles is not a license to ignore common sense driving behavior, and assume the vehicle will provide beeps and buzzes to 'alert' the operator of a four thousand pound machine that it's not being used properly. It's not the machine. It's the human in it that's the problem, the person who is failing to use their natural sensory mechanisms the way they should be used. The national culture has grown, over decades, increasingly rude. This rudeness permeates every aspect of society, in any age demographic. Dangerous, reckless driving is a huge case of 'rude'.

The re-striping 'test' is researched, intelligent road planning by City traffic planners. Keep it as it's painted. When drivers fail to be responsible enough to care for their own safety and their fellow citizen's safety, the result is a multi-layered cost to everyone. Proof is, it does indeed take a municipality, any level of government, to step in, for the well being of everyone when individuals can't govern themselves.
Thanks to Joe Valentine.
Barry Silver
Feedback from Resident on Greenwood Street re: W. Maple

Jeffrey Pitt <jeff@antone.com>
To: Joe Valentine <jvalentine@bhamgov.org>
Cc: Stuart Sherman <stuart.sherman@sbcglobal.net>, Joellen Haines <jhaines@bhamgov.org>

Thu, Oct 8, 2015 at 8:21 PM

I just want to provide my feedback on W. Maple road trial. Thumbs Up so far.

It feels much safer. One day there was a slight backup, but I have not noticed traffic issues that dramatically outweigh my positive feeling about safety improvement. Will be interesting to hear the business feedback.

Turning left onto Baldwin each day, to get to Greenwood, on the way home from work... I sure like that turn lane, not worrying about the car behind me hitting me or swerving around me...

One comment: The merge signs heading EAST, after Evergreen, might be looked at. The second sign seems to be obscured by a tree or a post.

It might be nice to have in WORDS “RIGHT LANE ENDS...” or make the road striping more apparent for it, I possible.

I saw a car almost bump another car there. Maybe there will be learning curve too.

Thanks much,

Jeffrey S. Pitt
Attorney at Law
Antone, Casagrande & Adwers, P.C.
31555 W. Fourteen Mile Road, Suite 100
Farmington Hills, MI 48334
(248) 406-4100
(248) 406-4101 fax
(248) 761-4840 cell

URL: www.antone.com

PLEASE NOTE NEW E-MAIL ADDRESS: JEFF@ANTONE.COM

---

From: Joe Valentine <jvalentine@bhamgov.org>
Sent: Wednesday, July 29, 2015 4:08 PM
Fwd: West Maple Restriping

Paul O'Meara <pomeara@bhamgov.org>  Fri, Oct 9, 2015 at 7:44 AM
To: Joe Valentine <jvalentine@bhamgov.org>, Mike Labadie <mlabadie@fveng.com>, "Ecker, Jana" <Jecker@bhamgov.org>, Mark Clemence <Mclemence@bhamgov.org>, Austin Fletcher <afletcher@bhamgov.org>

Brad Shepler is a civil engineer who lives in Birmingham, and works for us on occasion as a staff engineer at Hubbell, Roth, & Clark. His specialty is water systems, but he, like many, is very interested in what is happening on W. Maple Rd. Here are his observations earlier this week:

-------- Forwarded message --------
From: Shepler Brad <bshepler@hrcc-egh.com>
Date: Wed, Oct 7, 2015 at 10:33 PM
Subject: West Maple Restriping
To: "Paul O'Meara (pomeara@bhamgov.org)" <pomeara@bhamgov.org>

Paul,

Don't know how much feedback you've received on this since Monday but I did walk up and down West Maple on Tuesday between 4:45pm and 6:00pm. My specialty is not traffic engineering but here were my thoughts:

It appeared that eastbound West Maple functioned fairly well:

- There did not appear to be any backups west of Cranbrook Road.
- Merging traffic east of Cranbrook Road appeared to flow fairly smoothly, I noticed one poor movement as one car didn't realize they had to merge (but I chalk that up to unfamiliarity)
- Cars backed up at Southfield Road to about where the right turn lane starts (may want to monitor this to see if extending this turn lane would advantageous (or even possible))

Westbound West Maple did not appear to flow that well:

- Didn't know if this was caused by the RCOC not fixing the timing yet (as you had mentioned at the AWWA meeting) or not but there was significant slow moving traffic.
- Traffic starting backing up at the signal at Lakepark.
- And continued to be backed up at every signal till it got past Cranbrook Road
- Unfortunately, the backed up caused a lot of distracted drivers (don't know if it was the root cause but it's what I saw). Numerous times I witnessed almost 1/2 block gaps in traffic just because one car wasn't paying attention (mostly looking down at their phones) and backed up traffic behind them.

General Notes:

- Traffic gapping was excellent. Many gaps of reasonable duration for turning traffic. Traffic turning out of the side streets had little trouble turning onto West Maple.
- Although I don't know if there is a metric for it, the walk did feel much safer without cars bustling past each other and a little more space between the sidewalk and traffic.

Thanks for taking the time to review. Hope this helps.
West Maple Trial

Katherine Maxwell <katharinemaxwell@me.com>  
To: jvalentine@bhamgov.org

Sun, Oct 11, 2015 at 2:32 PM

I admit that I was surprised to find that I liked the new change to Maple road. The dedicated turn lane is so helpful. There is no way that I could have understood how eliminating a lane would make driving easier, but seeing it in action shows that it really does work. I wish it was this way in Bloomfield Township, too.

Regards,
Katherine Maxwell
Suffield Ave.
Support for current West Maple Rd 3-lane configuration

Stuart Moutrie <smoutrie@gmail.com>                          Tue, Oct 13, 2015 at 4:16 PM
To: stuart.sherman@sbcglobal.net, rackyhoff@hotmail.com, gcilgard@hotmail.com, mcdaniel_tom@hotmail.com, sdm984@sbcglobal.net, markforbirmingham@yahoo.com, gordon4bham@aol.com, jvalentine@bhamgov.org

Good afternoon -

I'm a Birmingham resident, and my wife and I reside at 1331 West Maple Rd (we sit just off Maple between Arlington and Shirley and across from Puritan).

I'm writing to voice our strong support of the "3-lane" configuration that's currently being tested on West Maple Rd.

We've lived here for just over three years, and we are first-hand observers of the traffic on Maple in this area. The new 3-lane setup is fantastic. It feels more like this stretch of Maple truly should: residential. Traffic is slower, and in the current state of Maple's pavement, keeping cars and trucks out of those giant potholes makes a marked difference on the noise when large trucks rumble by. Just leaving downtown and rounding the curve by the waterfall... three lanes feels right, and it's hard to imagine returning to the chaos of four lanes.

I can't speak for neighbors living off of side streets, but from what we've seen while walking our dog in the morning and evening, it doesn't look like people are diverting off of Maple and increasing traffic on those side streets during rush hour; I know that was the primary concern of opponents to the 3-lane setup.

We're about to have our first child in January, and knowing that traffic is noticeably slower puts our minds more at ease given our proximity to Maple.

I hope everyone agrees to retain the 3-lane setup when Maple is repaved in 2016.

Sincerely,
Stuart and Eva Moutrie
I received a copy of your comments regarding West Maple Road and wanted to thank you for providing your input and experience with the new lane configuration. We welcome all input as the trial project is studied over the next several months.

As part of the trial project, the City has committed to testing the conditions prior to the lane configuration to the conditions after the lane configuration. This test is expected to conclude prior to the time the road will be completely resurfaced, which is.

I have typically received comments indicating the new lane configuration has improved traffic along this corridor, so I appreciate you sharing your experience to the contrary. The cut-through traffic you mention is one of the objective criteria of the test visit our webpage on the West Maple Road trial (www.bhamgov.org/westmapleroad). All criteria will be considered in the formulation of a decision whether to continue with the lane configuration following the trial next year.

Again, thank you for sharing your input on this trial.

Best Regards,
Joe Valentine

From: Alfred Fisher IV <AFisherIV@Fisheroo.com>
Date: October 16, 2015 at 6:21:25 PM EDT
To: "stuart.sherman@abiblax.com", "rackyhoff@hotmail.com", "gdfilqar@hotmail.com", "sdm984@abiblax.com", "modaniel_tom@hotmail.com", "sdm984@abiblax.com", "marchfobmingham@yahoo.com", "gordonibham@aol.com", "gordonibham@aol.com"
Subject: Maple Road

Dear Mayor and Commissioners,

I am writing to express my displeasure with the new Maple Road lane change experiment. I am a 13 year resident of Birmingham and 5 year resident of Pleasant Street. We have seen the direct effect of the lane change in more bypass traffic down our street, and many increase difficult time trying to turn onto Maple. There are currently more cars driving down Pleasant to avoid the traffic entering downtown Birmingham. There is now also a continuous line of traffic down Maple with limited breaks in order to turn onto Maple. The studies said this trial would reduce the traffic on Maple. If you have driven down Maple you would see the effects on the increased traffic. This is especially true during the morning and afternoon. Having traffic consistently backed up down the hill over the Rouge river trying to enter downtown cannot support the reduced traffic argument. The traffic pattern has reduced the speed on Maple but increased the traffic on the neighboring streets (where more children reside and play) and made it more difficult to pull out onto Maple. I feel that after only a few weeks, the results are clear, the consultants are wrong and Maple should be returned to the old traffic pattern. Another waste of tax payers money.

Hopefully some logic will return to the process and you will return Maple to main road that it is.

Sincerely,

ALFRED FISHER IV
400 PLEASANT ST
BIRMINGHAM, MI 48009
Fwd: Maple road revision

Paul O'Meara <pomeara@bhamgov.org>     Mon, Oct 26, 2015 at 10:12 AM
To: Joe Valentine <jvalentine@bhamgov.org>, "Ecker, Jana" <jecker@bhamgov.org>, Mark Clemence <mclemence@bhamgov.org>
Cc: Austin Fletcher <afletcher@bhamgov.org>

Here is an email from a resident regarding W. Maple Rd. -

----- Forwarded message -----
From: George Elson <gelson1@hotmail.com>
Date: Fri, Oct 23, 2015 at 10:47 AM
Subject: Maple road revision
To: Paul O'Meara <pomeara@bhamgov.org>

Paul,
I don't know if you're involved in this project, but forward as you see fit.

I have driven that stretch, both directions at least 10 times since the change.
I can't find any fault, the traffic appears to flow better, in particular no quick lane changes or left turn backups.
I of course don't live in that neighborhood, but in my opinion it has been a positive move.
I see that Royal Oak is considering the same for Main Street, I would encourage that they give it a try.

George J. Elson
1010 putney

248 207 2017-cell

---

Paul T. O'Meara
City of Birmingham, MI
City Engineer

248-530-1836
pomeara@bhamgov.org
Fwd: Maple Road restriping

Stuart Sherman <stuart.sherman@sbcglobal.net>  
To: Joe Valentine <jvalentine@bhamgov.org>  
Sun, Nov 1, 2015 at 2:51 AM

Sent from my iPhone

Begin forwarded message:

From: Ralph Deeds <r-tdeeds@ix.netcom.com>
Date: October 31, 2015 at 4:11:41 PM EDT
To: stuart.sherman@sbcglobal.net
Subject: Maple Road restriping

Finally, after over 40 years on Pilgrim Rd., no more white knuckle left turns off of Maple onto side streets. I was in favor of the change in the first place and I think it is working very well in every way. Tucker Deeds.
Maple Road restriping

Kurt Luedtke <kurtluedtke@gmail.com>  
To: jvalentine@bhamgov.org

Mon, Nov 2, 2015 at 2:20 PM

For what it's worth, my wife and I, in different cars, at all hours of the day and night, regularly drive Maple Road from Southfield to Cranbrook and the reverse and think that the relaning is, if anything, superior to its predecessor. The new two-lane plus turn lane plan seems to discourage the jerks who used to risk their limbs and lives, and ours, to gain a car length en route and the new turn lane, which permits through traffic to continue past the left-turners, is welcome. What in the world all the yelling was about, particularly in protest of what is currently merely a trial, we can't imagine but based on experience, which we at least have in abundance, we'd say the new plan is somewhat better and, were we allowed to vote on such a grave question, we'd vote that way, too.

Kurt and Eleanor Luedtke
600 Townsend St.
248 642-0097
Good afternoon,

I am wondering what has the feedback been regarding the Maple Road refinements? Most of the people I know hate it.

We live in Quarton Lake on Lake Park and are dramatically affected by the lane change. Every person I know in Quarton Lake hates the alteration. It works fine if there is not any traffic. However, if there is a single car driving below speed limit, all traffic crawls. This happens so frequently (thanks to people texting and driving slowly, old people, trucks carting stuff) that we now prefer to drive on Pine which regularly moves at 25 mph rather than Maple. That does not seem right.

What is the next stepping this process?

Best,
Elyse Foltyn
581 Lake Park Drive
Fwd: Maple Road

Stuart Sherman <stuart.sherman@sbcglobal.net>  
To: Joe Valentine <jvalentine@bhamgov.org>  
Tue, Nov 3, 2015 at 9:46 PM

Sent from my iPhone

Begin forwarded message:

From: "John R. Smith" <johnjrspop@aol.com>  
Date: November 3, 2015 at 8:34:55 PM EST  
To: <stuart.sherman@sbcglobal.net>, <rackyhoff@hotmail.com>, <gdilgard@hotmail.com>, <mcDaniel_tom@hotmail.com>, <sdm984@sbcglobal.net>, <markforbirmingham@yahoo.com>, <gordon4bham@aol.com>  
Subject: Maple Road

Lady and Gentlemen,

This is regarding the 3-lane conversion of Maple Road. We (my wife Joan and I and neighbors we’ve chatted with), are very happy with the conversion. Traffic has been calmed through our neighborhood, and that’s a blessing because traffic had been a problem. The noise and danger of fast-moving vehicles running through a neighborhood had been a real problem before the 3-lane striping. An unexpected benefit was the ease of turning left onto Maple provided by the center lane. Before the 3-lane striping, it was very difficult to turn left. This success is consistent with what I’ve read: [http://www.citylab.com/design/2014/09/so-what-exactly-is-a-road-diet/379975/](http://www.citylab.com/design/2014/09/so-what-exactly-is-a-road-diet/379975/).

Keep up the good work!

All the best,

John R. Smith

248-642-6219

248-496-1874 (cell)

johnjrspop@aol.com
Maple Road

Thomas Hanna <thhanna@outlook.com>  Thu, Nov 5, 2015 at 10:03 AM
To: sdm984@sbcglobal.net, gdilgard@hotmail.com, rackyhoff@hotmail.com, mcdaniel_tom@hotmail.com, markforbirmingham@yahoo.com, gordon4bham@aol.com, stuart.sherman@sbcglobal.net, jvalentine@bhamgov.org

I frequently travel Maple Road between Cranbrook Rd and downtown at various times of the day, and in both directions. In my experience, traffic flow has been significantly improved since the road configuration has been changed. I now experience no back-ups, and often hit both lights on green. I would hope that you would make this change permanent. Thank you for listening.
Tom Hanna
475 N. Glengarry
Bloomfield Village, 48301
Maple road re-stripping

Patrick Ayoub <payoub@srgglobal.com>  Fri, Nov 6, 2015 at 4:12 PM
To: "jvalentine@bhamgov.org" <jvalentine@bhamgov.org>
Cc: "jhaines@bhamgov.org" <jhaines@bhamgov.org>

Joe,

I would like to take a moment and congratulate the city in their vision to improve our safety and roads in the Birmingham area.

We live in Bloomfield Village on Maple road at 2384 West maple (yellow house on the north side between Tilbury and Bradway). At first, the re-stripping left us somewhat disappointed as it kept 4 lanes in front of our property and encouraged drivers to accelerate to the light as the lanes opened up or vice versa in the east direction, Upon returning on Monday, October 26 from an out of town trip, we noticed the lanes had been re-stripped into 1 lane on our side with a turning lane.

Quality of live and noise has improved tremendously. Also, the feeling of safety is night and day compared to the previous 4 lanes of “race track” we had all the way to Southfield road. Yes, there are some backups at times, but the overall change is wonderful.

Kuddos to the city and their vision! Looking forward to keeping the solution permanent!

Kindest regards,

PATRICK AYOUB

Director, Product Concept and Design

SRG Global

World Headquarters | 23751 Amber Avenue, Warren, Michigan 48089 U.S.A.
T : +1 586.427.1123 | F : +1 586.757.8329 | C : +1 248.321.5601
payoub@srgglobal.com | www.srgglobal.com
Dear Communities:

I wanted to express my thought on the Maple Road crossing. Originally, I was naturally against it now after 3 months I must say I think the idea is a good one. Yes, there are back-ups at certain times of the day, but they are minimal. And overall the traffic moves. Also, the speeds have been greatly reduced.

I now favor the 3 lanes down and hope you decide to make it permanent.

[Signature]

Oliver Smith
December 2, 2015

To the City Commission:

I wanted to express my support for the lane change regarding West Maple Road. Even though there are some backups in the evening, overall, I find the change to be beneficial. The traffic moves although the speeds are lower and controlled. I also find the ability to turn
better. The roadway just seems more calm, manageable, and durable.
Thank you for listening to my comments.

Sincerely,

[Signature]

Birmingham, MI

RECEIVED BY

DEC - 7 2015

CITY CLERK'S OFFICE
CITY OF BIRMINGHAM
Fwd: Maple Rd conversion

Stuart Sherman <ssherman@bhamgov.org>
To: Joe Valentine <jvalentine@bhamgov.org>

Sent from my iPhone

Begin forwarded message:

From: "John R. Smith" <johnjr@bhamgov.org>
Date: December 6, 2015 at 11:36:30 AM EST
To: <rackyhoff@hotmail.com>, <mnickita@bhamgov.org>, <pbordman@bhamgov.org>,
<pboutros@bhamgov.org>, <cdeweese@bhamgov.org>, <aharris@bhamgov.org>,
<ssherman@bhamgov.org>
Subject: Maple Rd conversion

Ladies and Gentlemen,

This is in support of the proposed 3-lane conversion of Maple Rd. Our friends and neighbors have noted that they really like the current repainted, 3-lane version of Maple. They agreed that it currently is a more comfortable and smoother commute that just feels like traffic is flowing better and safer compared to the old 4-lane version.

We've chatted about what features of the 3-lane version we could identify as most beneficial. It seems that the left-turn lane is quite important, especially during rush hours. With it, vehicles can wait in that lane to turn left while traffic proceeds unimpeded in the other 2 lanes. Compare that to the old 4-lane version. Often someone would want to make a left turn out of the passing lane, and quickly a line of stopped vehicles would accumulate behind the vehicle attempting to turn. All that didn't help the driver's blood pressures, and chances for collisions were enhanced. So 4-lane traffic was slowed, people were irritated, and it wasn't particularly safe.

As a result, traffic just seems to flow better in the 3-lanes as compared to the old 4-lane version. We heard a lot of worries about potentially enhanced cut-through traffic from a 3-lane Maple, but if the 3-lane version flows better, why bother to cut through? Moreover, west of Southfield there are no inviting alternative roads to cut though to anyway. 14 Mile doesn't exist and Lincoln and Big Beaver are 2-lane roads, all compared to our 3-lane Maple.

Another feature of the left-turn lane that is of particular benefit to those of us entering Maple is that it significantly helps those wishing to go left when entering. Since usually the turn lane is empty, drivers entering Maple and going left can easily slip into the turn lane and then wait for an opening to occur in the commute lane next to them.

Finally, dividing the road into 3 lanes, as opposed to 4, can provide lanes that are 1/3 wider. This makes commuting a bit easier, more relaxing, and enhances that safer feeling.

Let us know if you wish to discuss this further.

All the best,

John and Joan Smith

230 Linden Rd
John R. Smith
248-642-6219
248-496-1874 (cell)
johnjrspop@aol.com
December 30, 2015

To the Birmingham City Commission:

I have been a long resident of the City. I want to comment on the recent changes to Maple Road. While I was initially opposed to the changes due in large part to the negative media coverage of the proposal, I have found that the changes are actually working. Most notably, I feel much safer on that road as the speed are reduced and the ability to turn left is greatly enhanced. I drive that stretch of road very often, and while there are some traffic back ups around 5 or 6 pm, for the most part, I find the traffic moves very smoothly.

Additionally, I am NOT in favor of the Charter Amendment that is on the ballot in March, and I am hopeful that the City will take some action to inform voters what a mistake this will be. The Charter should not be amended to govern the width of a road. That is simply ridiculous.

Thank you for listening to my concerns.

Best regards,

[Signature]
Dear Commissioner:

As a long-time Birmingham resident I am writing to voice my and my husband's support for the current configuration of lanes on Maple Road between Southfield and Cranbrook. We use this route almost daily to drive to the pharmacy, grocery store, bank and the homes of friends. It is much less stressful than in the past: it is safer and easier to exit from side streets on to Maple, speeds are reduced, and it seems that there is less lane-changing and passing. If accidents have been reduced that would be another benefit. In other words, as a RESIDENT of
Birmingham, Maple Road seems to belong to our community rather than to those just rushing through to get to someplace else.

We hope that your sage decision will remain in place.

Sincerely,
Barbara Carson-McHale and
David J. Lowrie
Sent from my iPhone

Begin forwarded message:

From: Dick Simmons <richard@simmons.net>
Date: January 31, 2016 at 1:28:45 PM EST
To: mnickita@bhamgov.org, Rackeline Hoff <rackyhoff@hotmail.com>, pbordman@bhamgov.org, pboutros@bhamgov.org, cdewese@bhamgov.org, aharris@bhamgov.org, ssherman@bhamgov.org
Subject: West Maple

I am retired and live 2 houses off of West Maple and have had plenty of opportunities to assess how the new traffic arrangement is working. I was very disappointed by the very one-sided report from your traffic consultant on the West Maple study as reported in the Eccentric. The fact that there were no negative results cited really makes me wonder about his objectivity. For example:

- During morning and evening rush hour especially, it is now new very, very difficult to make a left turn out of the side streets intersecting with Maple.
- Also during evening rush hour, eastbound traffic backs up from Chesterfield, sometimes almost to Cranbrook. Did his cited average speed of 37 take this into account? If so, there must be people driving over 50 between rush hours to offset the 5 to 10 mph often seen during rush hour.
- At various times, I have seen people get tired of waiting to turn onto or off of maple and decide to force their way through small gaps in the traffic. Luckily, there haven't been accidents yet, but it will happen and the result will be very serious.

I am also confused by some of his statements. How can the average speed by lower and yet travel times are unchanged. That simply does not make sense.

Hopefully, you will consider the minus as well as the positives in assessing this program and will challenge the interim study - insist it give a more balanced assessment so it doesn't sound so biased.

Thanks.

Richard Simmons
164 Waddington
March 14, 2016

Mayor Rackeline Hoff
City of Birmingham
151 Martin Street
Birmingham, MI 48009

RE: FINAL MAPLE ROAD DESIGN

Dear Mayor Hoff:

My family has carefully followed the issues surrounding the change of West Maple Road from four to three lanes. We supported the change initially and continued to support it throughout the test period. The test period has revealed to us that West Maple Road is a much safer road for both traffic and pedestrians in Birmingham. Contrary to predictions, we have not witnessed predicted complications such as "cut through" traffic, excessive backups or hazards and access to businesses and churches on Maple Road has not been impeded.

We urge the City Commission to permanently adopt the new design and establish West Maple Road as a three lane road.

Very truly yours,

[Signature]

Robert F. Riley

RFR
Birmingham City Commission

Dear Commissioners,

Having lived on the west side of Birmingham for forty-five years, my wife and I would like to encourage you to approve the current West Maple configuration of one lane each way and a center turn lane. When this configuration was first proposed, my wife and I were skeptical even though two years ago I was rear ended trying to turn left off of Maple onto my street.

Living with the current configuration for several months has made us realize this works much better than the old setup. It has reduced the speeding that used to occur on Maple and makes it so much safer to turn onto our street. While we have to wait a little longer to turn left onto our street, especially now with the increased traffic on Maple being generated by the closing of Big Beaver, it is well worth it. Even before my accident on Maple, my wife and I were aware of the danger of having someone plough into our car and would either turn a block before our street if there was no traffic approaching or go all of the way down to Avon Lane where there was a turn lane.

My wife and I hope that you keep West Maple one lane each way with a center turn lane.

Very Truly Yours,

Charles C. Lillie
496 South Glenhurst
Birmingham, MI 48009
Fwd: West Maple Road Narrowing

Joe Valentine <jvalentine@bhamgov.org>  
Mon, May 9, 2016 at 2:08 PM

To: Neil Skaar <ncskaar@gmail.com>
Cc: "Andrew M. Harris" <aharris@bhamgov.org>, Carroll DeWeese <cdeweese@bhamgov.org>, Mark Nickita <mnickita@bhamgov.org>, Pat Bordman <pbordman@bhamgov.org>, Pierre Boutros <pboutros@bhamgov.org>, Racky Hoff <rackyhoff@hotmail.com>, Stuart Sherman <ssherman@bhamgov.org>, Tim Curmer <tcumier@bhlaw.us.com>, Jana Ecker <Jecker@bhamgov.org>

Neil,

Thank you for sharing your opinions on the trial for the reconfiguration of West Maple Road. Your comments have been received and will be included with the presentation of the final report of the trial.

One point of clarification is that there are no designated bike lanes on West Maple as part of the three lane trial. The areas to the right of the travel lanes are not part of the City's bike connector route and not intended to carry bicycle traffic.

Again, thank you for taking the time to share your views.

Best Regards,
Joe Valentine

---

From: Neil Skaar <ncskaar@gmail.com>
Date: May 9, 2016 at 9:06:10 AM EDT
To: Andrew Harris <aharris@bhamgov.org>, Carroll DeWeese <cdeweese@bhamgov.org>, Mark Nickita <markforbirmingham@yahoo.com>, Pierre Boutros <pboutros@bhamgov.org>, Rackeline Hoff <rackyhoff@hotmail.com>, Stuart Sherman <ssherman@bhamgov.org>, jecker@bhamgov.org
Subject: West Maple Road Narrowing

I am writing to express my opinion on the proposed narrowing of West Maple Road.

We've lived on West Lincoln since July, 1997. Since the reconfiguration of West Maple, my wife and I have both noticed a significant increase in traffic volume on West Lincoln Street where we live. We've always noted a traffic surge in the mornings and afternoons during the school year due to our proximity to Seaholm High School, but there has been a definite increase in traffic volume outside of the normal school traffic. We believe this has been caused by the experimental reduction of traffic lanes on Maple Road.

I personally have started avoiding this stretch of Maple Road. If I'm coming out of downtown Birmingham towards my home, Maple Road traffic rarely moves at the posted 35 mph limit. It is normally now at 30 mph or slower. This can be caused by a single vehicle moving below the posted speed limit, or someone unsure of where they need to turn off of Maple. I've found that it is often just as fast to take the first opportunity to turn left onto one of the residential streets (Hawthorne, Aspen, Linden, Shirley, or Arlington) that runs down to West Lincoln as it is to stay on Maple to Pleasant Street, where I'd normally turn to go south down to Lincoln St.

Turning left from the center turn lane has become a wait-patiently experience. Due to the
much longer strings of uninterrupted traffic, one must be very patient for an opening in the traffic to safely turn left off of Maple onto a neighborhood street. I've found myself getting impatient at the wait, and have made left turns thru traffic gaps that I normally would not.

Getting on to Maple Road from Larchlea Street (as well as other neighborhood streets) also takes much longer now due to the long strings of uninterrupted traffic flow. Prior to this re-configuration, it was easier to find an opening in the traffic flow to get onto Maple Road. Now, because all the traffic is in one single line, there are often no breaks in the traffic unless you wait for the signal at Chesterfield to stop the Maple traffic, and then you have to get lucky and have someone on Maple let you in.

I've had a couple close calls coming east on West Maple where it narrows down from four lanes to three lanes after Cranbrook. Some folks are either unaware of the narrowing, or are just intent on getting ahead of others, and will suddenly cut over to the left just before the road narrows. I try to get ahead of as much traffic as I can in the hope of being in front of any drivers that insist on driving below the speed limit.

The bicycle lanes on this stretch of Maple are a joke. Even if they were in good repair, I would never ride a bike on Maple when I can ride more safely on Lincoln, other neighborhood streets, or on the sidewalk. The bike lanes are full of chuck holes and cracks. If any cyclist chose to ride in the Maple bike lanes, their bike will certainly take a beating.

I am hopeful that the subject stretch of Maple Road will be returned to its four lane configuration soon. I believe it is in the best interest of the people who regularly use this segment of Maple Road, and to those who live in the neighborhoods to the north and south of Maple Road.

—
Neil Skaar
1756 W. Lincoln St.
Birmingham, MI 48009-1833
248-727-8130 (cell)

—
Joseph A. Valentine
City Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009
(248) 530-1809 Office Direct
(248) 530-1109 Fax
jvalentine@bhamgov.org

Get the latest news from the City of Birmingham delivered to your inbox. Visit www.bhamgov.org/aroundtown to sign up.
May 12, 2016

Joe Valentine
Manager--City of Birmingham

Re:

Maple Road

I am one of those people who drive on Maple Road, from Southfield to Telegraph, daily Monday through Friday, both in the morning and in the early evening--late afternoon.

This is to go and return from work.

At first, I questioned the changes proposed on Maple. Then I experienced the change. I did not see the reason for the proposed changes--I did not see any problems with people wanting to turn left from Maple but I, along with others, wanted to see the effect.

As time has passes, I am definitely, most definitely seeing the effect, and for me, it is not good.

I have given it all this time and I, now, must relate that the change has caused a huge backup both going east and west, but especially, east coming home.

There have been times where the backup is almost to Lasher. And I am not counting where there has been construction. This backup occurs without construction.

It has caused me double time to drive home. I see no reason for this change and as I wait and wait in line to turn right on Southfield Road, I wonder if all the others waiting in line feel as I do.

I hope more time and input will be considered before making a permanent decision on this.

I have mentioned this to Don Studt and Rackeline Hoff. Don said he would pass this on and Rackeline advised a note to be sent to you.

I hope some will drive this route at the times mentioned to validate what I have mentioned.

Thanks for doing a great job for Birmingham.

Sincerely,

Elizabeth Clark
444 Chester Condo 423
Birmingham, MI., 48009

#248 225 3839
work# 246 647 1141
Maple Traffic Congesting Lincoln

Victor Pytko <victorpytko@att.net>  Thu, Jun 2, 2016 at 4:05 PM
Reply-To: Victor Pytko <victorpytko@att.net>
To: "pomeara@bhamgov.org" <pomeara@bhamgov.org>, "jvalentine@bhamgov.org" <jvalentine@bhamgov.org>

Sirs:

My wife and I reside at 1133 Latham, SE corner of Lincoln and Latham. Our driveway and customary entrance to the home is off Lincoln, which coincidently could bear the same house number on Lincoln as on Latham. We have lived here for 18 years and have enjoyed relatively moderate traffic along Lincoln except for the tolerable 3pm rush out of Seaholm HS when it is in session. Lately, however there has been a considerable increase in the number of vehicles passing our house mostly in the eastbound lanes during the 8-9am and 4-5pm rush hours with the worst numbers occurring in the latter hour. The lane backs up from the traffic light at Southfield Rd extending westward, bumper to bumper all the way up the hill past the Rouge River bridge. The increase began with the elimination of a lane on Maple as drivers apparently bypassed that bottleneck. While reports we have heard indicate a "no increase" in sidestreet traffic patterns, our observations and experience indicate otherwise. We have seen a significant increase ever since the lane elimination on Maple and now it has gotten worse, we believe, because of road construction on Maple west of Southfield Rd. I have to argue that given the same number of eastbound vehicles wanting to access or pass through downtown Birmingham, they have to speed up under a one-lane eastbound scenario (with center turn) versus a two-lane eastbound configuration. Since the reason we have been given for consolidation of lanes was to eliminate speed and accidents, the one-lane, one direction option cannot work. The math is quite clear. You cannot slow traffic by reducing speed yet maintain throughout rates. If you have 100 cars needing to pass through per hour, at a given speed, with two same-direction lanes, cutting the available lane space in half, means either the traffic must double its speed to allow the same volume to pass, or create a backup twice as long. Since neither has been recorded, one must assume the total number of cars has changed. The only conclusion, other than assuming half the drivers have decided not to get on the road, is that they have dispersed and found other routes....the most obvious being Lincoln. If work continues on Maple, the traffic bypassing construction, will make it more difficult and dangerous for us and any other resident on Lincoln to exit their homes safely. Were it not for a few Good Samaritans, we might not get out at all. On top of this problem, the increase in traffic has meant an increase in the number of speed violations, mostly westbound cars, but eastbound in fewer numbers but more so than in the past. I would like to see a radar speed monitor, such as the one on northbound Southfield Rd near Market Square, placed on Lincoln for either direction. This, and a manned car with radar, will discourage speeding. I hope you can look into this and improve our traffic issues.

Victor Pytko
Barbara Porter
1133 Latham
Birmingham
John Quay <jbquay@gmail.com>
To: socialmedia@bhamgov.org

PLEASE, PLEASE, PLEASE return Maple between Southfield and Cranbrook roads to four lanes. Three lanes clogs up the entry and exit from Birmingham and drives the traffic through the neighborhoods which is extremely dangerous with children playing everywhere. Also, three lanes makes entering Maple from the side streets very very dangerous and difficult. Three lanes is a HUGE mistake. If the idea was to slow down speeds of traffic, it does this so well that it is bumper to bumper during much of the day and makes me NOT want to go to Birmingham to shop or eat. There are better ways to slow traffic like lower speed limits and ticketing speeders. I live on Lake Park and it is now a detour and traffic has picked up dramatically. Again, please don't make Maple three lanes, I beg you.    Sincerely Yours, John Quay
DATE:       June 28, 2016

TO:         Joseph A. Valentine, City Manager
            Mark Clemence, Police Chief

FROM:       Scott Grewe, Operations Commander

SUBJECT:    Section 74-5 of the Birmingham City Code, Fortunetelling.

After a review of section 74-5 of the Birmingham City Code, Fortunetelling, has been determined to be unconstitutional based on a Supreme Court ruling. These actions are protected 1st Amendment rights. The State of Michigan legislature, therefore, repealed the state law prohibitions.

The city attorney has recommended this section, Fortunetelling, be repealed from the Birmingham City Code to be consistent with state law.

SUGGESTED ACTION:

To repeal City Code, Chapter 74, Offenses, Article I In General, Section 74-5 Fortunetelling, in its entirety. Furthermore, to authorize the Mayor and City Clerk to sign the ordinance for the removal of behalf of the City.
CITY OF BIRMINGHAM

ORDINANCE NO. __________

AN ORDINANCE TO REPEAL PART II CITY CODE, CHAPTER 74 OFFENSES, ARTICLE I IN GENERAL, SECTION 74-5. FORTUNETELLING.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Chapter 74, Offenses, Article I In General, Section 74-5 Fortunetelling, is hereby repealed in its entirety, pursuant to Section 1-3. Repeal of Ordinances:

All other Sections of Chapter 74 Offenses shall remain unaffected.

ORDAINED this ____ day of ____________________, 2016. Effective upon publication.

_____________________________________________
Rackeline J. Hoff, Mayor

_____________________________________________
Laura M. Pierce, City Clerk

I, Laura M. Pierce, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held ____________________, 2016 and that a summary was published ____________________, 2016.

_____________________________________________
Laura M. Pierce, City Clerk
DATE: June 28, 2016

TO: Joseph A. Valentine, City Manager
    Mark Clemence, Police Chief

FROM: Scott Grewe, Operations Commander

SUBJECT: Section 74-324 of the Birmingham City Code, Persons under 21, unlawful purpose, consumption and possession of alcohol.

Section 74-324(a)(2) and (3) of the Birmingham City Code does not include the possible penalty “complete a term of probation.”

The city attorney has recommended that the present code be amended and include the language of probation. Therefore, a person with a second or third MIP can be ordered to complete probation.

This is consistent with state law.

See attached copy of amended city code Sec. 74-324.

SUGGESTED ACTION:

To amend Part II of the City Code, Chapter 74 Offenses, Article VII Offenses Against Public Morals, Division 5 Controlled Substances, Subdivision II Alcoholic Liquors Generally, Section 74-324 Persons under 21, unlawful purpose, consumption or possession, section (2) and (3) to add “complete a term of probation” and to authorize the Mayor and City Clerk to sign the ordinance on behalf of the City.
CITY OF BIRMINGHAM

ORDINANCE NO. __________

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 74 OFFENSES, ARTICLE VII. OFFENSES AGAINST PUBLIC MORALS, DIVISION 5 CONTROLLED SUBSTANCES, SUBDIVISION II. ALCOHOLIC LIQUORS GENERALLY.

THE CITY OF BIRMINGHAM ORDAINS:

Part II of the City Code, Chapter 74 Offenses, Article VII. Offenses Against Public Morals, Division 5 Controlled Substances, Subdivision II. Alcoholic Liquors Generally shall be amended as follows:

DIVISION 5. - CONTROLLED SUBSTANCES

Subdivision II. - Alcoholic Liquors Generally

Sec. 74-324. - Persons under 21, unlawful purpose, consumption or possession; arrest based upon reasonable cause or upon results of preliminary chemical breath analysis; participation in undercover programs.

(a) A minor shall not purchase or attempt to purchase alcoholic liquor, consume or attempt to consume alcoholic liquor, possess or attempt to possess alcoholic liquor, or have a bodily alcohol content, except as provided in this section. A minor who violates this subsection is guilty of a misdemeanor punishable by the following fines and sanctions:

(1) For the first violation, may be ordered to pay a fine of not more than $100.00, complete a term of probation, substance abuse prevention services, substance abuse treatment and rehabilitation services, as defined in Section 6107 of the Public Health Code, 1978 PA 368, MCL 333.6107, and designated by the administrator of substance abuse services, be ordered to perform community service and/or to undergo substance abuse screening and assessment at his or her own expense.

(2) For a violation of this section following a prior conviction or juvenile adjudication for a violation of this section, MCL 436.1703, or another local ordinance substantially corresponding to this section or MCL 436.1703, by imprisonment for not more than 30 days but only if the minor has been found by the court to have violated an order of probation, failed to successfully complete any treatment, screening, or community service ordered by the court, or failed to pay any fine for that conviction or juvenile adjudication, a fine of not more than $200.00, or both, complete a term of probation, and may be ordered to participate in substance abuse prevention services or substance abuse treatment and rehabilitation.
services as defined in Section 6107 of the Public Health Code, 1978 PA 368, MCL 333.6107, and designated by the administrator of substance abuse services, to perform community service, and to undergo substance abuse screening and assessment at his or her own expense.

(3) For a violation of this section following two or more prior convictions or juvenile adjudications for a violation of this section, MCL 436.1703, or another local ordinance substantially corresponding to this section or MCL 436.1703, by imprisonment for not more than 60 days but only if the minor has been found by the court to have violated an order of probation, failed to successfully complete any treatment, screening, or community service ordered by the court, or failed to pay any fine for that conviction or juvenile adjudication, a fine of not more than $500.00, or both, complete a term of probation, and may be ordered to participate in substance abuse prevention services or substance abuse treatment and rehabilitation services as defined in Section 6107 of the Public Health Code, 1978 PA 368, MCL 333.6107, and designated by the administrator of substance abuse services, to perform community service, and to undergo substance abuse screening and assessment at his or her own expense.

ORDAINED this _____ day of __________________, 2016. Effective upon publication.

_____________________________
Rackeline J. Hoff, Mayor

_____________________________
Laura M. Pierce, City Clerk

I, Laura M. Pierce, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held __________________, 2016 and that a summary was published __________________, 2016.

_____________________________
Laura M. Pierce, City Clerk
DATE: July 7, 2016

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Smart Parking Meters - 30 Day Trials

At the June 15, 2016 Advisory Parking Committee (APC) meeting, a motion was passed to proceed with 60 day trials of single-space smart meters which feature credit card payment as an option. This project was initiated as part of the Old Woodward Avenue reconstruction project planned for spring of 2017. Staff researched both multi-space payment stations and single space smart meters for discussion. The Advisory Parking Committee favored single space smart parking meter mechanisms over multi-space kiosks at that meeting.

With smart meter technology, parking mechanism faults are instantly reported via management system support software - jammed meters and dead batteries can be repaired or replaced promptly, resulting in less downtime per meter space providing potential for increased revenues due to fewer broken meters. Units run on solar power and are easily programmed for rate and time limit changes. Internet based meter management for repairs, audits, space monitoring, maintenance logs, inventory, etc. is greatly enhanced over administration of traditional parking meter mechanisms such as our existing system.

The mechanisms selected by the APC are manufactured by two competing vendors: IPS Group produces the M5 smart meter and CivicSmart (formerly known as Duncan Industries) is the vendor for the Liberty smart meter. These meters are somewhat similar in design and would retrofit into our existing parking meter housings. Both meters feature coin and credit card payment options.
At the June 2016 APC meeting, vendor provided sample meters were presented to the committee for review and preliminary evaluation. While the police department staff report submitted for the APC meeting focused on the CivicSmart Liberty meter as the lowest cost option, the IPS M5 meter quickly gained favor in a side by side comparison as easier to read and operate. The trial should allow ample time for the pros and cons of each mechanism to be assessed.

For the trial period, (16) IPS M5 meter mechanisms will be installed on the existing meter poles on the south side of Martin between Pierce and Henrietta. (16) CivicSmart Liberty mechanisms will be installed on the north side of Martin between Pierce and Henrietta. We are now ready to proceed with a trial of these parking meter mechanisms. The initial trial period has been reduced to 30 days.

There are currently 1,238 parking meters located in Birmingham. The recently proposed handicapped parking meter project would increase that number to 1,251. Our current parking meters are coin only with Parkmobile enabled at all spaces for a payment option. The Liberty and M5 meters are both Parkmobile compatible. The difference between paying by Parkmobile app versus credit card payment at a parking meter is that the customer pays between $.30-$43 for each transaction using Parkmobile (transaction amounts vary based upon membership type), while the city would absorb the fees for credit card payments at smart meters. The city pays no fees for Parkmobile use and receives 12 monthly direct deposits and one annual revenue sharing check.

Smart meter credit card transaction fees vary by vendor but would be either $.06 or $.13 per transaction for gateway fees plus credit card merchant processing fees. Several vendors have stated that our existing parking meter rates of $.50 and $1.00 per hour are not conducive to smart meters as the fees associated with credit card transactions and processing are not supported by low parking rates. The police department is also researching the feasibility of shifting credit card transaction fees to the customer instead of those costs being absorbed by the city. If this concept proves to be successful, a great savings would be realized and credit cards costs to motorists would be less than Parkmobile.

Costs to the City associated for the 30 day trials as calculated by each vendor are as follows:

**CIVICSMART LIBERTY**

CivicSmart proposes a monthly fee of $8.50 per meter (including sensors) for a 30 day total of $136.00 for the 16 trial meters. Additionally, credit card gateway fees at $.06 per transaction plus 3% merchant processing fees are estimated at $90.50 for the trial period for an estimated total cost (hardware and fees) of $226.50.

**IPS GROUP M5**

IPS Group has waived all fees for the 30 day trial.

There are sufficient funds in the Automobile Parking System parking meter operating supplies budget to provide for this expenditure. The expenditure will be partially offset by revenues...
from credit card usage which will be electronically submitted to the city from each vendor (serving as temporary credit card merchant processors) on a daily basis.

It should be noted that Parkmobile usage during the last two months in the trial zone (Martin between Henrietta and Pierce) averaged 601 transactions per month (638 in May, 564 in June).

Vehicle detection sensors provided by both IPS and CivicSmart will also be evaluated during this 30 day trial period in conjunction with new smart meters. Wireless vehicle detection sensors provide real-time data with over 99% accuracy to allow cities to detect vehicle occupancy in a specific space or area. This provides for heightened efficiency and productivity of metered parking operations. Also, the sensors provide reset options for metered spaces after a vehicle moves from its designated space – increasing revenues as unused time cannot be transferred to the next vehicle using the space. (Vehicle A pulls out of space, sensor resets meter to zero minutes, Vehicle B cannot use prior vehicle's unused time including grace period and must pay for parking). Vehicle sensors also prevent meter feeding – no extension of time limits past maximum are authorized. Also, sensors can integrate with wayfinding mobile phone apps used by motorists to find desired parking spaces. The IPS Group vehicle detection sensors are built into the dome of the M5 meter. The CivicSmart sensors are mounted to the top of meter pole below the parking meter housing.

Public feedback to the trial smart meters will be strongly encouraged throughout the 30 day trial period. The police department will prepare easy to use comment cards or “ballots” to be placed at several offices in city hall to encourage smart meter customers to comment on their experience using the trial meters. Social, print, and electronic media will also be used to advertise the meter mechanism test period and to encourage customer use and feedback.

Suggested Resolution:

To proceed with 30 day trials of (16) each IPS Group M5 and CivicSmart Liberty smart meters and vehicle detection sensors to be installed on Martin Street between Pierce and Henrietta, further authorizing the mayor to sign the agreements on behalf of the city.
# CivicSmart Liberty Single-Space Meter Trial Quote

**Prepared for:** Birmingham MI  
**Quote ID:** 16 06 21 202c  
**Sales Rep:** Jeff Rock  
**Prepared Date:** 07/07/2016  
**Expiry Date:** 08/06/2016  

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Extended Price</th>
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<tr>
<td>SSM - LIBERTY</td>
<td>CivicSmart Liberty Single Space Electronic Mechanism w/ Credit Card Acceptance and Wireless Communication.</td>
<td>$395.00</td>
<td>16</td>
<td>No Charge for 30 Day Trial</td>
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<tr>
<td>SENS-Sx</td>
<td>Duncan Si Vehicle Sensor (Pole mounted, integrated with Duncan Liberty Single Space meters).</td>
<td>$290.00</td>
<td>16</td>
<td>No Charge for 30 Day Trial</td>
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<tr>
<td>62032-1-L</td>
<td>Complete Zinc Mech Housings Cap and Strap Assembly for Liberty - Includes Flat/Anti-Glare Dome</td>
<td>$60.71</td>
<td>16</td>
<td>No Charge for 30 Day Trial</td>
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<td>58881</td>
<td>Rechargeable Battery for Liberty Meter</td>
<td>$59.00</td>
<td>2</td>
<td>No Charge for 30 Day Trial</td>
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<tr>
<td>8907</td>
<td>Single Battery Charger for Liberty Rechargeable Battery</td>
<td>$35.00</td>
<td>2</td>
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</table>

**Grand Total:** No Charge for 30 Day Trial

### Monthly Fees

<table>
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<tr>
<th>Product ID</th>
<th>Description</th>
<th>Monthly Total</th>
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<tr>
<td>SSM - CC - WIRE</td>
<td>Monthly wireless PEM System fee per single space credit card meter - Does not include Credit Card Gateway Fees. Price is per meter/per month.</td>
<td>$88.00</td>
</tr>
<tr>
<td>SENS-Sx - WIRE</td>
<td>Monthly Wireless Fee for Duncan pole mounted Si Vehicle Sensor. Price is per sensor/per month.</td>
<td>$48.00</td>
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**Subtotal: Monthly Fees**  
$136.00

### Credit Card Fees

<table>
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<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
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</thead>
<tbody>
<tr>
<td>OPT1 - CC - GTWY</td>
<td>Credit Card Gateway Fee (per transaction fee)</td>
<td>$0.06 Per Credit Card Transaction</td>
</tr>
</tbody>
</table>

### Additional Requirements

- Sales Tax, if applicable, has not been included
- Equipment is covered by a 1-year standard manufacturer’s warranty.
- Shipping Terms FOB Origin. Shipping/Freight not included for the Meter Parts and Accessories. Freight will be prepaid and added to the invoice.
- Payment terms: Net 30 Days
- Customer will be invoiced monthly in advance for recurring wireless service fees.
- Quotation subject to Duncan Solutions, Inc. Standard Terms and Conditions. Please see attached.
- Additional service and transaction processing costs apply from third parties, including: Credit card gateway transaction and merchant fees.
- Customer is responsible for setting up credit card gateway compatible with Duncan credit card enabled meters. Contact your sales representative or project manager for additional details.
- Prices are subject to change in the event of new or increased costs of wireless communications and other third party vendor services. Recurring prices are valid for the first full year of service and may be subject to change for subsequent contract terms.

**Please Send Purchase Order To:**  
Duncan Parking Technologies, Inc.  
Attn: Meigan Lindholm  
PO BOX 2081  
Milwaukee, WI 53201-2081  
Ph: (414) 534-8066 Fax: (870) 741-6806  
mlindholm@civilsmart.com

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*Continued on next page*
CivicSmart Liberty Single-Space Meter Trial Quote

Prepared for: Birmingham
Quote ID: 16 06 21 202c
Sales Rep: Jeff Rock

Ship-to Region: MI
Prepared Date: 07/07/2016
Expiry Date: 08/06/2016

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Extended Price</th>
</tr>
</thead>
</table>

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation.

Authorized Signature
RACKELINE J. HOFF
Print or Type Name
edview@bhamgov.org
Email Address

Bill To Address:
BIRMINGHAM POLICE DEPARTMENT
P.O. BOX 3001
BIRMINGHAM, MI 48012

Ship To Address:
BIRMINGHAM POLICE DEPARTMENT
151 MARTIN STREET
BIRMINGHAM, MI 48009
AGREEMENT TO TRIAL PARKING METER
EQUIPMENT AND RELATED SERVICES

This Agreement To Trial Parking Meter Equipment And Related Services
("Agreement") is made effective July 15, 2016 (the "Effective Date"), by and between City of
Birmingham, 151 Martin Street, P.O. Box 3001 Michigan 48012, P.O. Box 3001 Michigan
48012, a municipal corporation (the "City"), and IPS GROUP, INC., a Pennsylvania
corporation ("IPS"), collectively (the "parties") with reference to the following:

RECITALS

WHEREAS, the City desires to contract with IPS to perform a parking technology field test
within the City using the IPS Parking Equipment and related services listed in Attachment A;

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. Term of Agreement.
   1.1. Initial Term. The term of the Agreement means the period from the Effective
        Date above and will be in effect for a period of ninety (30) days ("Initial Term").
   1.2. Option to Extend. City shall have the option to extend the term of the Agreement
        for additional thirty (30) day increments, with the mutual written agreement of
        both parties.

2. IPS Services.
   2.1. Scope of Services. IPS agrees to diligently undertake, perform, and complete all
        of the services ("Services") described in Attachment A.

3. City Services & Responsibilities. The City agrees to:
   3.1. Make available to IPS any currently existing documents, data or information
        required for the performance of the Services, including any material updates
        therein.
   3.2. Designate a representative authorized to act on behalf of the City.
   3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and
        working order.
   3.4. Notify IPS of any need for warranty repair work and will coordinate the return
        process with IPS.
   3.5. Provide first line of preventative maintenance for all meter mechanisms for the
        term of this Agreement.
   3.6. Use the Equipment in the proper manner and shall comply with and conform to all
        national, state, and local laws and regulations in any way relating to the
possession, use or maintenance of the equipment.

3.7. Be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services using a City designated third party provider.

4. **Equipment Delivery and Installation.**

4.1. IPS shall deliver new, fully-tested Equipment. No used or previously owned Equipment will be allowed.

4.2. Coordinated installation of all Equipment will take place during standard business hours.

4.3. City staff, in conjunction with IPS staff, will inspect parking meter equipment following installation to ensure proper installation and operation. Unless otherwise notified in writing, the Equipment shall be deemed accepted at the time of installation of the Equipment, but no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

5. **Compensation**

5.1. The City will compensate IPS for the purchase of IPS Equipment and Software, as set forth in Attachment A.

5.2. City further agrees to pay to IPS the amounts specified in Attachment A on a Net 30 basis from the date of invoice.

5.3. City agrees to promptly notify IPS in writing of any dispute with any invoice, and that invoices for which no such notification is made within 10 business days after receipt of the invoice shall be deemed accepted by the City.

5.4. Pricing shall remain fixed during the Initial Term after the effective date of this Contract. After this initial period, IPS shall have the right to adjust Contract pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

6. **Warranties.**

6.1. IPS shall provide a full 12-month warranty on all equipment as described in Attachment A, IPS Limited Warranty, on all Equipment. Extended warranties are available for an additional fee.

6.2. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS shall provide on-site technical support within 24 hours Mondays through Fridays from 8:00 AM to 4:00 PM. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgrades or new services.
6.3. The Contractor shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the shall pass to City upon delivery. Transfer of title to Equipment shall pass to City upon payment.

6.4. THE WARRANTIES CONTAINED IN THE CONTRACT DOCUMENTS ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF THE CONTRACTOR'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT. CONTRACTOR AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE CONTRACTOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

7. Intellectual Property and Confidential Information.

7.1. The City exclusively and solely owns all City Data and the intellectual property therein. IPS further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership rights in City Data. For purposes of this Agreement, "City Data" means all intellectual property of the City, including but not limited to occupancy data, financial records, programming configurations of the parking meters, GIS location and rates, and other operational data and tailored operational programming.

7.2. IPS may not provide or disclose any City Data to any third party without the City's prior written consent.

7.3. Any subcontract entered into by IPS relating to this Agreement, to the extent allowed hereunder, must include a like intellectual property provision to ensure that the City's ownership rights in City Data are preserved and protected as intended in this Agreement. Failure of IPS to comply with this requirement or to obtain the compliance of its subcontractors with such obligations constitutes a breach of this Agreement and will subject IPS to damages paid to the City and the imposition of all sanctions allowed by law, including but not limited to termination of this Agreement.

7.4. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Software being used by the City.

7.5. IPS hereby grants the City, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use IPS Equipment and Software. Such rights and licenses are non-assignable, non-transferable and non-exclusive, and specific only to use
within the City.

7.6. All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by the Contractor and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of the Contractor and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in Contractor Pre-Existing and Independently Developed IP.

7.7. The Contractor understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act, and the like. However, the City also understands that the IPS Equipment and Software contain intellectual property, copyrights, and trade secrets that do not exist in the public domain. Therefore, the City agrees that it shall not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, or documentation provided by the Contractor for the purposes of reverse engineering or evaluation without the prior written consent of the Contractor, or as mandated by applicable law.

7.8. The provisions of this Section will survive expiration or termination of this Agreement.

8. Dispute Resolution.

8.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation via a mutually agreed third party, with the cost of mediation equally shared between the City and IPS or as otherwise agreed to between the parties. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as
described above.

9. Termination of Agreement.

9.1. If either the City or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party will give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party.

10. Insurance.

10.1. IPS will provide original certificates of insurance providing evidence of coverage, and, where warranted, naming the City of Sausalito as an additional insured for the following and with the following minimum limits:

10.1.1. Worker’s compensation – Statutory

10.1.2. Comprehensive General Liability and Automobile Liability -- $1 million combined single limit applying to bodily injury, personal injury and property damage. These policies shall be endorsed to name the City, its officers, elected and appointed officials, employees, contractors and agents as a Named Insured under the coverage afforded with respect to the work being performed under the Agreement.

10.1.3. Professional Liability (errors and omissions) -- $1 million per claim and aggregate.

10.2. No policy shall be cancelable without thirty (30) days advance notice, (10) days notice for non-payment of premium, to the City of Sausalito and each policy shall be in a form approved by the Sausalito City Attorney. In the event that the policy is cancelled prior to the completion of the project, the City of Sausalito may obtain the required insurance and deduct the premiums from the contract.

10.3. If the policy is a “claims made” policy, Insurance must be maintained and evidence of insurance must be provided up to six (6) months following the completion of the Agreement in order to provide insurance coverage for the hold harmless provisions herein.

10.4. As used herein, the term “Contractor” includes any administrative sub-contractor, sub-consultant, agent, officer, or employer.


11.1. IPS agrees to defend and indemnify City, its City Council, boards and commissions, officers, agents, and employees (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to, reasonable
attorneys’ fees), costs, liabilities or damages (collectively, “Losses”) arising from IPS’s breach of its obligations under this Agreement, arising from IPS’s acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties.

11.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) Contractor simply followed the directions or instructions provided by City; (b) City changed, modified or altered the services rendered or tasks performed by Contractor such that, absent City’s actions, no such claims would have been brought against Contractor and/or City; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of Contractor when used with City’s owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against Contractor.

11.3. In order for City to obtain the indemnification from Contractor specified herein, City must: (a) promptly notify City in writing of the claims for which indemnification is sought; (b) provide Contractor with copies of all pleadings, writings and documents pertaining to such claim; (c) permit Contractor to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to Contractor in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, Contractor will not enter into any settlement without City’s prior written consent, unless all third party claims against City are released without any further liability on City’s part. This paragraph shall survive the termination or expiration of this Agreement.

11.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.

11.5. Limits of Liability: NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS CONTRACT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY’S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR
OTHERWISE. ANY LIABILITY INCURRED BY CONTRACTOR IN CONNECTION WITH THIS CONTRACT SHALL BE LIMITED TO THE CONTRACT VALUE AS SET FORTH IN THIS AGREEMENT.

12. Liens and Taxes.

12.1. City shall keep the parking meter equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. City shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.


13.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:
IPS Group, Inc.
5601 Oberlin Dr, Suite 100
San Diego, CA 92121
Attn: Chad Randall
chad.randall@ipsgroupinc.com
tel: 858-4040-0607

City:
City of Birmingham
151 Martin Street, P.O. Box 3001
MI 48012
Attn: Ellen Deview
edview@bhamgov.org
tel: (248) 530-1869

14. Relationship of the Parties.

14.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement.

15. Assignment.

15.1. Should the City enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the City has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.

15.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City, which shall not be unreasonably withheld.

16.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party’s right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.

16.2. Modification or Amendment. No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.

16.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both parties.

16.4. Integration. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.

16.5. Governing Law. This Contract shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of California, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations.

16.6. Venue and Jurisdiction. The City and IPS agree that the venue shall be in San Diego County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Southern District of California, or the Superior Court of California, County of San Diego, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.

16.7. Attorney’s Fees. If any suit, action, arbitration or other proceeding is instituted upon this Contract or to enforce rights, judgments or otherwise pursue, defend or litigate issues, or any other controversy arises from this Contract, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and disbursements allowed by law, such sum as the court, arbitrator or other adjudicator may adjudge reasonable as an attorneys fee in such suit, action, arbitration or other proceeding, and in any appeal. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding.
16.8. Force Majeure. If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either party shall be entitled to terminate this Agreement without being liable for any claim from the other party.

16.9. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.

16.10. Authorization. Both Parties represent and warrant that the person executing this Agreement on behalf of each Party is an authorized agent who has actual authority to bind each Party to each and every term, condition, and obligation of this Agreement and that all requirements of each Party have been fulfilled to provide such actual authority.

16.11. Binding Document. The City and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.

16.12. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

16.13. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

SIGNATURE PAGE FOLLOWS
In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

CITY
a municipal corporation

By: __________________________
Rackeline J. Hoff
Printed Name:__________________
Mayor
Title:________________________

CONTRACTOR:
IPS Group, Inc.,
a Pennsylvania corporation

By: __________________________
Chad P. Randall
Chief Operating Officer
### ATTACHMENT A

#### SCOPE OF SERVICES / PRICING

<table>
<thead>
<tr>
<th>Single-Space Product</th>
<th>Qty</th>
<th>Units</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>MS Single Space Parking Meter (Model 795)</td>
<td>18</td>
<td>each</td>
<td>N/A trial</td>
</tr>
<tr>
<td>Rental Fee for extended trial period</td>
<td>1</td>
<td>Per unit per month</td>
<td>$25.00</td>
</tr>
<tr>
<td>Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee</td>
<td>18</td>
<td>Per unit per month</td>
<td>$5.75*</td>
</tr>
<tr>
<td>Secure Credit Card Payment Gateway Fee</td>
<td>1</td>
<td>Per transaction</td>
<td>$0.13</td>
</tr>
<tr>
<td>One-time set-up fee to integrate with Cities Credit card processor</td>
<td>1</td>
<td>1</td>
<td>$125</td>
</tr>
</tbody>
</table>

*Monthly fee of $5.75 waived during 60 Day Trial period*

<table>
<thead>
<tr>
<th>Vehicle Sensors</th>
<th>Qty</th>
<th>Units</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dome vehicle detection sensor</td>
<td>18</td>
<td>each</td>
<td>N/A trial</td>
</tr>
<tr>
<td>Rental Fee for extended trial period</td>
<td>18</td>
<td>Per unit per month</td>
<td>$25.00</td>
</tr>
<tr>
<td>Data Fee and Meter Management System Software License Fee</td>
<td>18</td>
<td>Per unit per month</td>
<td>$3.50*</td>
</tr>
</tbody>
</table>

*Sensor monthly fee waive during 60 day trial period*

**NOTE:** All pricing does not include any required permits or applicable state or local taxes that are required to be paid by the City currently or in the future.
DATE:       June 10, 2016

TO:         Advisory Parking Committee

FROM:       Paul T. O’Meara, City Engineer

SUBJECT:    New Parking Meter Technologies

As you may know, the City plans to reconstruct Old Woodward Ave. next year between Willits St. and Brown St. Key City staff have been meeting on a regular basis to explore ways in which this signature project can be as innovative and well thought out as possible. One area that was raised was to explore the advisability of switching to a multi-space parking meter system, like some other cities have done. Birmingham employed a multi-space system in 2007 with some meters installed on N. Old Woodward Ave. That system met with poor results, and was subsequently replaced with the more traditional meters.

As a result of these discussions, we asked our Police Dept. (who oversees the parking meter maintenance area) as well as SP+ (our parking structure operations contractor) to give us their perspectives on this question. Their reports are attached. The report from SP+ focused only on multi-space meters, since that was the direction they thought the City wanted.

The Police Dept. looked at the matter both from what is available in multi-space meters, and what is available with individual “smart” meters. Prices that are supplied are based on a conversion of the entire downtown area. Likely, if and when a decision is made to switch to a different parking meter concept, the City will want to try the Old Woodward project area first, and then move forward with other areas at a later date. When reviewing the prices, please consider that the Old Woodward Ave. project area would result in the installation of 133 parking meters, or about 10.6% of our entire parking meter stock.

Both SP+ and members of the Police Dept. will be present on Wednesday to help discuss this issue. We welcome input from the members of the Advisory Parking Committee so that a final recommendation can be prepared in the coming months.
DATE: June 10, 2016

TO: Mark Clemence, Chief of Police

FROM: Ellen DeView, Staff & Services Coordinator

SUBJECT: Credit Card Parking Meters

PROJECT SCOPE:

Per your direction that I research parking meter technologies, I had meetings and discussions with industry leading multi-space pay station and smart parking meter vendors (IPS Group, Mackay Meters, CivicSmart, and Traffic & Safety Systems). Also, I spoke with representatives from several area communities (Rochester, Royal Oak, Ferndale, Grand Rapids, Detroit, East Lansing, and Ann Arbor) regarding their experiences with various parking equipment. Based upon this study, I recommend that should it be decided that new a parking meter payment system is warranted, the best solution for the police department is single space smart parking meters (with optional sensors) as opposed to multi-space pay stations. This report will summarize my research.

CURRENT PARKING METER SYSTEM:

Our current system for curbed and surface lot parking includes 1,238 mechanical (coin only) single space parking meters. 13 additional new parking meter spaces for the proposed ADA handicap meter project would result in a new total of 1,251 meter spaces.

Parkmobile is currently available at all parking meters in the City. The growth of Parkmobile continues, with the following revenue increases noted:

- Fiscal year 2014-15 revenues up 59.09% ($40,693 increase) as compared to 2013-14.
- Fiscal year 2015-16 revenue projections up 36.58% ($40,170 increase) compared to 2014-15.

PARKING METER REVENUE SUMMARY:

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<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PARKMOBILE</td>
<td>109,800</td>
<td>122,970</td>
<td>149,970</td>
</tr>
<tr>
<td>LOT 6</td>
<td>48,820</td>
<td>44,710</td>
<td>55,250</td>
</tr>
<tr>
<td>LOT 7</td>
<td>62,680</td>
<td>45,150</td>
<td>54,180</td>
</tr>
<tr>
<td>LOT 9</td>
<td>4,010</td>
<td>2,620</td>
<td>3,140</td>
</tr>
<tr>
<td>CURB METERS *</td>
<td>1,126,850</td>
<td>855,860</td>
<td>1,027,030</td>
</tr>
<tr>
<td>TOTAL **</td>
<td>1,352,160</td>
<td>1,071,310</td>
<td>1,289,570</td>
</tr>
</tbody>
</table>

* Curb meter revenues are projected to decrease by approximately 4.5% in 2015-16 due to construction on North Old Woodward and Maple Roads, and also due to continued increase in Parkmobile usage in lieu of coin payments.
** Note: revenues from Lot 6 permits, valet parking meter bags, and contractor / vendor parking meter bags are not included in this revenue summary.

Of the existing 1,238 parking meters, 840 spaces currently have a rate of $1.00 per hour, and 398 spots at $.50 per hour.

**ADVANTAGES OF MULTI-SPACE / SMART METER TECHNOLOGY:**

With smart meter technology, parking mechanism faults are instantly reported via management system support software – jammed meters and dead batteries can be repaired or replaced instantly resulting in less downtime per meter space providing potential for increased revenues due to fewer broken meters. Units run on solar power and are easily programmed for rate and time limit changes. Internet based meter management for repairs, audits, space monitoring, maintenance logs, inventory, etc. is greatly enhanced over administration of traditional parking meter mechanisms such as our existing system. Vendors promise great revenue increases as motorists tend to purchase maximum allowed time via credit card vs. depositing nickels, dimes, and quarters into parking meters. This credit card driven revenue enhancement would be somewhat negated in Birmingham as 1/3 of our meters have time limits of one hour or less.

**CIVICSMART (FORMERLY DUNCAN PARKING TECHNOLOGIES)**

Based upon the discussions and research conducted, the CivicSmart / Duncan Liberty single-space offers several advantages including Parkmobile and BS&A compatibility. The meter has a large high resolution LCD display and color coded payment buttons for convenience and overall ease of use. The Liberty is ADA compliant. Jeff Rock, Vice President for CivicSmart, Inc. provided information regarding the CivicSmart / Duncan Liberty single-space credit card meter as the best option for Birmingham. This device would retrofit into our existing housings and provide for coin, credit, debit, and pay by phone including Parkmobile transactions. The Liberty meters connect wirelessly to the included Parking Enterprise Management System (PEMS) for maintenance and reporting. Liberty is available only as a single space meter.

**CIVICSMART LIBERTY COSTS:** Costs associated with these meters are as follows:

**CAPITAL OUTLAY:** $395 x 1,251 single space = **$494,145 INITIAL INVESTMENT**

**ANNUAL FEES (MAINTENANCE):** includes CivicSmart PEMS management system and credit card processing*

$5.50 per meter per month x 1,251 meters = **$6,880.50 per month = $82,566 per year x 5 = **$412,830**

* (additional gateway costs for credit card transactions charged by City’s credit card processing company are not included in this monthly charge. An additional $.06 per credit card transaction fee charged is charged by CivicSmart).

**ANNUAL FEES (WARRANTY YEARS 2-4):**
YEAR 2 = **$37.50 PER METER (1,251) = $49,912.50**
YEARS 3-5 = **$45.00 PER METER PER YEAR = $168,885.00**
4 YEAR WARRANTY TOTAL = **$218,797.50**
5 YEAR TOTAL COST = **$1,125,772.50** (plus costs for credit card transaction charges)
MULTI-SPACE METERS - TRAFFIC AND SAFETY (LUKE II)

I met with Tom Neff of Traffic and Safety Control Systems, Inc. regarding the LUKE II multi-space pay stations. Tom provided a list of 19 LUKE II customers in the State of Michigan including cities, universities, parks, and private lots. Only four of those cities listed (Ann Arbor, Lansing, Flint, Pontiac) use LUKE II for on street parking, the majority use the multi-space machines in surface lots and at boat docks.

There is a cost of $8,500 per unit for the LUKE II stations (price includes installation), and monthly fees totaling $10.00 per unit per month for Parkmobile and Duncan Autocite parking enforcement handheld computer interfaces. Mr. Neff estimates a quantity of 153 LUKE II stations would be needed to service the entire city. The preliminary capital outlay cost estimate for this system is $1.3 million for pay stations plus additional expenses for signage and wayfinding information for all metered areas throughout the city. Additional costs associated with this solution are $65.00 per station per month which includes machine to machine (M2M) modem digital connection via wireless carrier and also covers fees for real time credit card processing, maintenance alerts, cash in machine data, and maintenance status using the Digital Iris management system. There are no per transaction fees charged by Traffic and Safety associated with this solution, but credit card processing fees charged by the banking institution would still apply. The Luke II machines are ADA compliant.

While this platform has the highest front end and maintenance costs, benefits include fewer number of units to collect and repair compared to single space meters. Additionally, the solar/cellular designed pay stations are easily movable to alternate locations as there are no cables or power cords required. Drawbacks include downtime when unit(s) are out of order – resulting in revenue losses and frustrated motorists and parkers having to wait in line to use a multi-space meter shared by several spaces in a block. Also, repairs of single space smart meters are completed in a much more rapid fashion – no motherboards or other critical parts located at an out of state manufacturer’s location – resulting in potentially lessened downtime.

LUKE II MULTI-SPACE COSTS: Costs associated with these meters are as follows:

CAPITAL OUTLAY: $8,500 x 153 multi-space = $1,300,500 INITIAL INVESTMENT

ANNUAL FEES (MAINTENANCE): includes Digital Iris management system, cellular connectivity fees and real time credit card processing with no per transaction fees*

$65.00 per pay station per month
$65.00 x 153 = $9,945 per month = $119,340 per year X 5 = $596,700

* (additional gateway costs for credit card transactions charged by City’s credit card merchant processing company fees are not included in this monthly charge.

ANNUAL FEES (WARRANTY YEARS 2-4):
$1,160 PER PAY STATION PER YEAR
$1,160 X 153 = $177,480 X 4 YEARS
4 YEAR WARRANTY TOTAL = $709,920

5 YEAR TOTAL COST = $2,607,120 (plus costs for credit card merchant processing charges)
# SMART PARKING METER COST ESTIMATES:

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<tr>
<th>VENDOR</th>
<th># METERS</th>
<th>PRICE PER</th>
<th>PURCHASE PRICE</th>
<th>ANNUAL MAINT</th>
<th>5 YR MAINT COST</th>
<th>4 YR EXT WARR</th>
<th>TOTAL 5 YR COST</th>
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<tbody>
<tr>
<td>SINGLE SPACE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>IPS GROUP</td>
<td>1,251</td>
<td>$495</td>
<td>$619,245</td>
<td>$86,319</td>
<td>$431,595</td>
<td>$250,200</td>
<td>$1,301,040</td>
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<td>MACKAY - SINGLE</td>
<td>219</td>
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<td>$120,450</td>
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<td>MACKAY - DOUBLE</td>
<td>516</td>
<td>$750</td>
<td>$387,000</td>
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<td>MACKAY ***</td>
<td>735</td>
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<td>$70,560</td>
<td>$352,800</td>
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<tr>
<td>CIVICSMART</td>
<td>1,251</td>
<td>$395</td>
<td>494,145</td>
<td>82,566</td>
<td>412,830</td>
<td></td>
<td>1,125,773</td>
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<tr>
<td>MULTI SPACE (LUKE):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRAFFIC &amp; SAFETY</td>
<td>153</td>
<td>$8,500</td>
<td>$1,300,500</td>
<td>$119,340</td>
<td>$596,700</td>
<td>$709,920</td>
<td>2,607,120</td>
</tr>
</tbody>
</table>

NOTE:
* PLUS CREDIT CARD TRANSACTION AND CREDIT CARD MERCHANT PROCESSING FEES
** PLUS CREDIT CARD MERCHANT PROCESSING FEES (NO INDIVIDUAL CREDIT CARD TRANSACTION FEES)
*** MACKAY SMART METERS ARE NOT PARKMOBILE COMPATIBLE

It should be noted that the above estimates for IPS M5, MacKay MKBEACON, or CivicSmart Liberty single space parking meters do not include the purchase of spare mechanisms. Acquisition of spares (5-10% of total spaces) would also be recommended at time of purchase.

**REPORT SUMMARY:** This City’s history with experimental parking projects has included reverse angle parking on North Old Woodward, the Parkeon pay and display multi-space debacle on South Old Woodward and Pierce Streets in 2005, and the subsequent Duncan multi-space kiosk installations on North Old Woodward which also met with public loathing. Other cities that experienced negative results with multi-space meters include: Los Angeles, Berkeley (CA), Denver, Evanston, Sacramento, San Francisco, Santa Monica, Atlanta, and the District of Columbia. All of these communities now have single space credit card meters.

Single unit credit card meters are conveniently located for parkers, incorporate easier and cheaper repairs, offer streamlined enforcement tools, and are cheaper to purchase and operate. If one unit is out of service, revenues and enforcement for the adjacent spaces are not affected.

Transitioning from single-space meters to multi-space kiosks would also include significant loss of traffic control flexibility. Currently when very large areas or even single parking meter spaces need to be reserved for valet operations, special events, and construction projects meter bags are a convenient and effective way to prevent vehicles from parking at select spots. With multi-spaces kiosks, reserving spaces would require the use of barricades or traffic cones which are easily moved by parkers not authorized for those locations.

Duncan Parking Technologies (now CivicSmart), once a leader in the multi-space parking business has ceased all sales of multi-space parking solutions due to failures and public preference of single space solutions for on street parking. Single space meters have frequently proven to be more suitable and convenient than multi-space kiosks.

Throughout my many discussions with competing parking equipment vendors, various problems associated with multi-space meters were repeatedly expressed by numerous dealers. Multi-space kiosk drawbacks include:
Motorists have to walk too far to pay for parking (a particular problem in winter months or during inclement weather)

Combined with the inherent laziness of most parkers, wayfinding signage and kiosk directions increase motorist frustrations

If one kiosk is out of service - all spaces in the area remain unpaid or motorists must walk even further to pay for parking

Sometimes the closest kiosk is across the street, prompting the motorist to cross the road to pay

Repairs are more expensive than single space meters

ADA / handicap parking compliancy issues

Enforcement activity is more complicated

Motorists frequently forget correct or enter wrong parking space number or license plate number - not conveniently corrected if kiosk is a far distance away

Complex multi-space meters are not as user friendly and easy to operate as single space meters

Units cost several thousand dollars each

Maintenance fees, warranty costs, monthly phone connectivity expenses, and charges for interfaces to other databases (Parkmobile and Autocite enforcement) are pricey

Single space meter modem monthly fees have reduced significantly in costs to warrant consideration of this type of technology

Should the Advisory Parking Committee and City Commission decide to make changes to our existing on street parking payment options, CivicSmart Duncan Liberty single space credit card meters may be the preferred solution for the police department. Benefits to our existing coin only / Parkmobile credit card payment would include availability of real time data reflecting usage, meter repair/collection status, remote management, and automated rate and time limit adjustments. A combination of new CivicSmart meters and new handheld computers would provide parking enforcement assistants real time information regarding status of expired meters throughout the city. New handhelds could be used to monitor and manage enforcement activity thereby increasing efficiency of parking enforcement operations. As the police department is now at full staff for parking enforcement assistants, greater enforcement activity is planned. A greater presence and increased enforcement in the metered areas of the business district should prompt additional revenues as motorists will be more motivated to pay for parking.

The costs associated with the purchase, maintenance, and warranty for this equipment could be offset by parking meter rate increases recently introduced as a topic for discussion. Based upon an evaluation of our current parking meter rates, Jeff Rock from CivicSmart projected a return on investment (ROI) with credit cards amounting to a revenue increase of $340,000 per year. Should the rates at the current $0.50 per hour meters increase to $1.00 per hour, Mr. Rock projects additional revenue enhancements of $150,000 per year for a total ROI of $490,000.00.

An additional opportunity for the city to generate meter revenue increases would be to install pole mounted vehicle sensors in conjunction with new smart meters. Wireless vehicle detection sensors provide real-time data with over 99% accuracy to allow cities to detect vehicle occupancy in a specific space or area. This provides for heightened efficiency and productivity of metered parking operations. Also, the sensors provide reset options for metered spaces after a vehicle moves from its designated space - increasing revenues as unused time cannot be transferred to the next vehicle using the space. (Vehicle A pulls out of space, sensor resets meter to zero minutes, Vehicle B cannot use prior vehicle's unused time including grace period and must pay for parking). Vehicle sensors also prevent meter feeding - no extension of time limits past maximum are authorized. Also, sensors can integrate with wayfinding mobile phone apps used by motorists to find desired parking spaces. Cost for 1,251 vehicle
sensors at $290 each totals an initial investment of $362,790. CivicSmart charges a $3.00 monthly fee per vehicle sensor for an annual total of $44,316.

Whatever solution is deemed best for the City of Birmingham, these critical factors must be considered - ease of use for the public, system integration with Parkmobile and BS&A financial software, and compatibility with the handheld computers used by parking enforcement assistants. The 2016-17 fiscal year budget includes funding for the replacement of the existing Duncan Autocite handhelds. These projects must be jointly evaluated so that all aspects of the parking system are mutually compatible and cost effective for the City.
Memorandum

To: Paul O’Meara
From: Catherine Burch; Jay O’Dell
Date: May 13, 2016
Subject: On-Street Multi-Space Parking Meters

It is understood that due to the upcoming street construction on Old Woodward Avenue in Birmingham, Michigan, city officials are contemplating the advantages of implementing an on-street multi-space parking meter program. To assist in this discussion and decision making process, SP+ has compiled the following information on the best practices in the parking industry; the successes of neighboring communities using multi-space parking meters and the advantages of adopting this type of technology using a pay-by-plate method.

Multi-space meters have been on the market for decades. It was in Europe that this technology first gained prominence with a Pay & Display solution (displaying a paid credential on dashboard). North America started seeing this technology appear about 20 years ago and it progressed quickly to include pay-by-space (space number is the credential) and pay-by-plate (license plate is the credential).

Across the nation, the current trend for municipalities that faced the need to replace outdated parking meters is for most to opt for the multi-space meter option. Once city officials weigh the pros and cons of a single space meter vs a multi-space meter, they understand that multi-space meters provide a greater level of operational efficiency and adaptability, making them the stronger choice over the single space alternatives.

Over the last two decades the parking industry has experienced an enormous increase in the level of technology that is used to process and track parking transactions. This technology has not only changed the way people park and pay in parking lots & garages (off-street parking) but also how people park and pay at parking meters on the street (on-street parking).

The multi-space meter has brought three key technologies to on-street parking: computers, solar power, and wireless communication. This allows customers to pay by credit card, municipalities to set complex rate structures, and the meters to communicate wirelessly via a central management system, providing remarkable audit control and maintenance capability.

There are numerous examples of neighboring communities in the Detroit metropolitan area; across the state of Michigan and throughout the United States of municipalities adopting a multi-space meter parking program for on-street parking. Some of the most
recent local examples are in the City of Detroit and the City of Ann Arbor. Each of these cities has fully embraced the multi-space option and has moved to replace most single space meters in their central business districts.

After installing 25 solar-powered pay stations in downtown Ann Arbor in 2009 the city found the multi-space meter concept so popular, that the DDA voted in early 2010 to install another 150 machines over three years. This year, the city has allocated another one million dollars in their 2016-2017 budget to increase the number of machines to cover nearly 90 percent of the entire Ann Arbor metered system. The following was reported in the The Ann Arbor News on March 17th 2016: "in addition to allowing downtown visitors to pay for parking by phone or credit card, the e-park stations offer another potential future benefit. "These machines also interconnect, and in discussions with some of the folks associated with MCity, they let us know that at least a couple of the car companies are currently looking at ways they may one day use e-park information as part of a car's onboard navigational system," said Downtown Development Authority Executive Director Susan Pollay. "So, not only would your car give you directions, but one day it may also give you directions to an available/open parking space."

After many years of dealing with a struggling and inadequate on-street parking system, which included both single space and multi-space meter options, the City of Detroit rolled out the ParkDetroit program in the summer of 2015. This change included 500 multi space meters replacing over 3,000 single spaced meters. These machines replaced almost all of the cities out dated single & multi space meters and has been widely accepted and embraced by parking patrons and businesses. During an interview with Crains in July of 2015, Detroit COO Gary Brown said: "For decades, residents and visitors have all been frustrated by our parking system, and our hard-working parking enforcement officers have usually gotten all the blame. But those days are over, because in the coming weeks, the city of Detroit will be home to the most comprehensive and customer-friendly parking meter system in the entire country."
To give you an example of how wide-spread the implementation of multi-space meters is locally and across the country here is a partial list of other municipalities that are currently using a multi-space meter option on-street:

<table>
<thead>
<tr>
<th>City of Pontiac, MI</th>
<th>City of New Westminster, BC</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Lansing, MI</td>
<td>City of Richmond, BC</td>
</tr>
<tr>
<td>City of E. Lansing, MI</td>
<td>City of White Rock, BC</td>
</tr>
<tr>
<td>City of Ferndale, MI</td>
<td>City of Ventura, CA</td>
</tr>
<tr>
<td>City of Grosse Point, MI</td>
<td>City of Santa Monica, CA</td>
</tr>
<tr>
<td>Traverse City, MI</td>
<td>City of Riverside, CA</td>
</tr>
<tr>
<td>City of Petoskey, MI</td>
<td>City of Glendale, CA</td>
</tr>
<tr>
<td>City of Grand Haven, MI</td>
<td>City of Newport Beach, CA</td>
</tr>
<tr>
<td>Village of Empire, MI</td>
<td>City of Long Beach, CA</td>
</tr>
<tr>
<td>City of Ludington, MI</td>
<td>City of Sausalito, CA</td>
</tr>
<tr>
<td>City of Flint, MI</td>
<td>City of Miami Beach, FL</td>
</tr>
<tr>
<td>City of Cedar Rapids, IA</td>
<td>City of Tampa, FL</td>
</tr>
<tr>
<td>LexPark (Lexington, KY)</td>
<td>Village of Port Chester, NY</td>
</tr>
<tr>
<td>City of New Orleans, LA</td>
<td>City of White Plains, NY</td>
</tr>
<tr>
<td>City of Duluth, MN</td>
<td>City of Harrisburg, PA</td>
</tr>
<tr>
<td>City of Missoula, MT</td>
<td>City of Houston, TX</td>
</tr>
<tr>
<td>City of Charlotte, NC</td>
<td>City of Lake Geneva, WI</td>
</tr>
<tr>
<td>City of Asbury Park, NJ</td>
<td>City of Milwaukee, WI</td>
</tr>
<tr>
<td>City of Richmond, VA</td>
<td>City of Wisconsin Dells, WI</td>
</tr>
</tbody>
</table>

It is clear that the current trend for municipalities is to opt for a multi-space meter program and the reason for that lies in the fact that cities across the country are investing in the technology of the 21st century. Since the first parking meter was installed in Oklahoma City in 1935, the way people drive; park; communicate and purchase services has changed remarkably. The multi-space meter is a reflection of that change and municipalities that want to provide cutting-edge technology, designed to make parking easier are opting for the multi-space option. There are numerous reasons that support this trend, including:

- Multi-space meters give customers more ways to pay. Multi-space meters can accept coins, bills, credit and debit cards, smart cards & cellphone payments.

- Multi-space meters are reliable & extremely vandal-resistant. In the unlikely event the machine does malfunction, an alarm is automatically sent wirelessly, which advises of the condition, downtime is minimized. In the meantime, customers can simply pay via another form of payment (coin/bill/card, etc.), or they can walk to the next multi-space meter to pay, so there is no loss of revenue.

- Multi-space meters count and report revenue as it’s deposited into the machine. This means you know if any money is missing. The reports are real-time and online. An alarm is sent and a report generated advising that the door is open, a
collection is in process, how much was collected, etc.

- Multi-space pay meters provide remarkably accurate and detailed financial reports and statistics.
- Multi-space meters are environmentally friendly – solar-powered, with no need to dig up streets or run power lines.
- Multi-space meters improve the streetscape - there will be far fewer of them on each street since one multi-space meter can manage a full block.
- Multi-space meters maintain the following standards: PCI compliant; UL/CSA approved & ADA compliant.

Once the decision is made to implement a multi-space meter parking program, the city needs to determine which method they wish to use: pay & display (display credential on dash); a pay-by-space (space number is the credential) or pay-by-plate (license plate is the credential). SP+ recommends that the City of Birmingham adopt a pay-by-plate method.

With the pay & display method the customer is inconvenienced with the need to return to their vehicle to display the credential. This is cumbersome and can be a strain during inclement weather; for mothers with children and for the elderly and handicapped. Additionally, the enforcement for this method is restricted to visual recognition of the credential displayed.

With the pay-by-space method the customer is asked to remember their space number; which can lead to confusion. Also, all parking spaces need to be marked with a visible number. In northern climates where marking a space on the cement is not a viable option, space numbers need to be placed on some type of pole. This leads to streetscape “pollution” and an added expense and maintenance issue.

With the pay-by-plate method customers are asked to note their license plate (most take a cell phone picture for future reference) and enter it into the pay station when paying. While this method does require a heightened level of interaction by the parking patron, the benefits clearly outweigh that concern. It allows patrons to get on their journey more quickly, not having to return to their vehicle to display their credential. Also, it allows for extending their time through a mobile app (ParkMobile) or at any pay station, eliminating the need to return to their original parking meter.

For the manager of the system, the pay-by-plate method provides a vast number of benefits and opportunities for enforcement and data collection. The enforcement system can work with wireless handheld devices and license plate-recognition camera technology (LPR) to verify compliance.

Once a license plate has been entered into the parking system, it becomes a form of identification or barcode to which vehicle activity can be tied during the enforcement process. Parking enforcement officers (PEO) drive patrol vehicles equipped with LPR cameras to scan the plates of parked vehicles at up to 50 scans per minute. Plate
information is passed to a database checking for validity of the parking session, scofflaws, etc.

Should a parking session expire, an alert in real-time is sent to the PEO, who can serve a citation on the spot or use GPS coordinates to dispatch to the nearest officer on foot. The scanned plate, like a barcode, provides instantaneous access to vehicle information independent of visual checks or keystrokes required using the old parking system.

Further, through credit card information and vehicle license plate information, it now becomes possible to provide statistical data to better monitor and manage the utilization of a parking system, as well as better serve merchants and citizens.

Finally, pay-by-plate also enables cities to easily incorporate the latest virtual permit technology and payment options, including pay-by-phone (ParkMobile), where permits and payments are also tied to the vehicle plate number and enforced through a central, real-time database instead of visually looking at a printed receipt or permit.

It will be important for the City of Birmingham to consider that the type of equipment that is selected should be adaptable to future technologies. With payment security changes related to EMV, it is unclear if a single-space meter will be able to provide what's needed to employ the technology that will be required to process credit card payments.

In conclusion, while single space meters have a long history and are still in use in many cities, multi-space meters are proving their worth and are being adopted by many large and small municipalities across the nation. One of the key reasons for this grow is that multi-space meters bring together the features and technology that provide a positive experience for the parking patron and the parking manager, while also delivering a platform that is well suited to the ever growing cloud-based technologies such as pay-by-cellphone and parking reservations.

There are many types of Multi-space meters on the market. For the purposes of this review, SP+ has obtained and enclosed information on three of the leaders in the field: Digital T2 Systems; Cale and Parkeon. The cost of these machines varies between $7,600 - $9,300. The City of Birmingham should expect to install one multi-space for approximately 8-10 spaces in a parallel parking environment and 15-20 spaces in an angled parking environment. Annual and monthly costs related to warranties; licensing and communication will also need to be considered and will differ from each manufacturer.

Each of these machines enjoys a level of popularity and is currently in use across the country. SP+ has a great deal of experience with Digital T2 Systems and the Luke II machine and it is our opinion that this machine out performs the others; however each of the machines quoted is reliable and time tested.

We look forward to discussing our recommendations with you and the Advisory Parking Committee in more detail. Please let us know if you have questions or concerns
Section 34-30 (h) of the Birmingham City Code requires the Greenwood Cemetery Advisory Board to submit an annual report to the City Commission. The report consists of the general activities, operation and condition of the cemetery for the preceding twelve months.

“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.”

This report is broken down into several sections:
1. Background
2. 2015 Accomplishments
3. Status of the grave sales
4. Status of the Perpetual Care Fund
5. 2016 Goals

The following documents have been attached for reference:
- Ordinance Establishing GCAB
- Recommendations Checklist
- Cemetery Regulations
- Perpetual Care Ordinance
1. **BACKGROUND**
The Greenwood Cemetery Advisory Board (GCAB) was established in October, 2014. The Board was charged with the following duties:

A. To provide recommendations to the City Commission: Section 34-30 (g)
   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.

B. The Board may call upon the City Manager for such services and data from the various departments as it may require. The GCAB may recommend to the City Commission the securing of such professional and consulting services as it may require, however, the GCAB 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 GCAB to the City Commission for consideration. Section 34-30 (h)

C. 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. Section 34-30 (g) (4)

The GCAB consists of seven members. The members were initially appointed to the GCAB in November, 2014. The members must be residents of the City 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. Every July, the Board elects a chairperson and vice-chairperson.

The GCAB is required to hold at least one regular meeting each quarter. The Board held ten meetings in 2015.
2. 2015 ACCOMPLISHMENTS

The GCAB has been working its way through the “Recommendations Checklist” assembled by the former Greenwood Cemetery Advisory Committee in its Final Report.

SPACE AVAILABILITY AND THE SALE OF GRAVES – Recommendations #4, 5, 8, 11

The demand for graves in Greenwood Cemetery has been very high. After reviewing the City records, the City Contractor, Elmwood Cemetery, found a number of grave spaces that had never been sold or used for burials. In addition, they identified several areas which could be used for burials in the green space between existing lots.

The Board thoroughly discussed whether this green space should be used for additional burials. Since Greenwood Cemetery is designated as a historic district, the Board recommended the Historic District Commission (HDC) review whether the green space could be used for additional burials and whether there were any limitations that would prohibit or be impacted by such action. The HDC was supportive of the sale of graves including the newly designated grave sites.

The GCAB recommended the City offer the graves located in the green space of Sections B, C, D, K, L and O for sale with several conditions. The City Commission approved the sale of graves as recommended (initially limiting the sale of new grave spaces in Section B & C to 240. Once 200 grave spaces are sold in Section B & C, the GCAB will review those sections again).

GROUND PENETRATING RADAR (GPR) – Recommendation #12

Prior to the sale of graves, the GCAB discussed the use of Ground Penetrating Radar (GPR), whether it should be done and if so, the entire cemetery or only the green space. The Board recommended staff obtain quotes for the GPR. Preliminary proposals were obtained from three companies and ranged from $7,800 - $36,000 for the entire cemetery and $3,900 - $19,500 for only the green space.

GPR has the capability of detecting metallic and non-metallic objects such as concrete, wood, and bones. It provides a cross-sectional view of objects embedded within the subsurface. The non-metallic items are not always distinguishable from the surrounding materials. GPR signal response is dependent on the burial material type as well as soil type, subsurface debris, and other sources of radio frequency noise.

The GCAB recommended that the City Commission authorize a Request for Proposal be issued for Ground Penetrating Radar services for both the entire cemetery and also only sections B, C, D, K, L, and O. Since that time, the contractor offered to have the GPR service done on the green space in these Sections. The City authorized the contractor to proceed with GPR on the green space in the Sections recommended for sale. The service was paid for by the contractor at no cost to the City.

CEMETERY REGULATIONS – Recommendation #7

In order to offer the graves for sale, the GCAB had to review the cemetery regulations. Recommendation #7 recommended the Greenwood Cemetery Operational Procedures, Conditions and Regulations be reviewed to ensure the regulations are fully inclusive. The GCAB discussed the regulations at length and made a number of revisions. The revisions were approved by the City Commission in August, 2015.
3. STATUS OF GRAVE SALES
On August 10, 2015, the City Commission authorized the Contractor to begin selling the newly identified grave spaces, in Sections B, C, D, K, L, and O, to individuals on the Grave Interest List. The breakdown of sales in these Sections are listed below.

NEWLY IDENTIFIED GRAVE SPACES**
TOTAL NUMBER OF GRAVES SOLD PER SECTION (AS OF 12/31/15)

<table>
<thead>
<tr>
<th>Section</th>
<th>Number of Graves Identified</th>
<th>Number of Graves Sold</th>
<th>Number of Graves Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>408</td>
<td>33*</td>
<td>375</td>
</tr>
<tr>
<td>C</td>
<td>72</td>
<td>11*</td>
<td>61</td>
</tr>
<tr>
<td>D</td>
<td>8</td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>K</td>
<td>16</td>
<td>14</td>
<td>2</td>
</tr>
<tr>
<td>L</td>
<td>16</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>O</td>
<td>10</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td>TOTAL</td>
<td>530</td>
<td>78</td>
<td>452</td>
</tr>
</tbody>
</table>

*Per City Commission request, once 200 graves are sold in Sections B & C, the GCAB must review those Sections prior to additional graves being sold. No more than 240 graves can be sold in those two sections prior to GCAB review.

**Only flush memorials are allowed in the newly identified grave spaces.

In addition to the newly identified grave spaces above, the Contractor was able to identify several odd shaped areas along the road that could be used for grave spaces.

AREAS ALONG THE ROAD
TOTAL NUMBER OF GRAVES SOLD PER SECTION (AS OF 12/31/15)

<table>
<thead>
<tr>
<th>Section</th>
<th>Number of Graves Sold</th>
</tr>
</thead>
<tbody>
<tr>
<td>G</td>
<td>14</td>
</tr>
<tr>
<td>E</td>
<td>11</td>
</tr>
<tr>
<td>TOTAL</td>
<td>25</td>
</tr>
</tbody>
</table>

NOTE: Anyone interested in purchasing a grave space, must add their name to the Grave Interest List.
A map showing the location of the graves purchased (highlighted in red) is below.
### BREAKDOWN OF GRAVES SOLD BY QUARTER

#### JANUARY - MARCH (FIRST QUARTER)

<table>
<thead>
<tr>
<th>2015</th>
<th>Purchased one grave</th>
<th>Purchased two graves</th>
<th>Purchased three or more graves</th>
<th>TOTAL SOLD</th>
<th>75% of sale paid to the City</th>
<th>25% of sale paid to the Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>1</td>
<td>$2,250.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>Non-Resident</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>1</td>
<td>$2,250.00</td>
<td>$750.00</td>
</tr>
</tbody>
</table>

#### APRIL - JUNE (SECOND QUARTER)

<table>
<thead>
<tr>
<th>2015</th>
<th>Purchased one grave</th>
<th>Purchased two graves</th>
<th>Purchased three or more graves</th>
<th>TOTAL SOLD</th>
<th>75% of sale paid to the City</th>
<th>25% of sale paid to the Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident</td>
<td>-</td>
<td>1*</td>
<td>1 (6 graves purchased)</td>
<td>8</td>
<td>$15,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Non-Resident</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL</td>
<td>-</td>
<td>2</td>
<td>6</td>
<td>8</td>
<td>$15,000.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

*cremation only grave purchased at $1,000 each.

#### JULY - SEPTEMBER (THIRD QUARTER)

<table>
<thead>
<tr>
<th>2015</th>
<th>Purchased one grave</th>
<th>Purchased two graves</th>
<th>Purchased three or more graves</th>
<th>TOTAL SOLD</th>
<th>75% of sale paid to the City</th>
<th>25% of sale paid to the Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident</td>
<td>3</td>
<td>8</td>
<td>1 (6 graves purchased)</td>
<td>25</td>
<td>$51,750.00</td>
<td>$17,250.00</td>
</tr>
<tr>
<td>Non-Resident</td>
<td>2</td>
<td>7</td>
<td>1 (4 graves purchased)</td>
<td>20</td>
<td>$36,000.00</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>5</td>
<td>30</td>
<td>10</td>
<td>45</td>
<td>$87,750.00</td>
<td>$29,250.00</td>
</tr>
</tbody>
</table>

(Does not include 6 graves currently on a payment plan)

#### OCTOBER - DECEMBER (FOURTH QUARTER)

<table>
<thead>
<tr>
<th>2015</th>
<th>Purchased one grave</th>
<th>Purchased two graves</th>
<th>Purchased three or more graves</th>
<th>TOTAL SOLD</th>
<th>75% of sale paid to the City</th>
<th>25% of sale paid to the Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident</td>
<td>4</td>
<td>1</td>
<td>1</td>
<td>9</td>
<td>$18,000.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Non-Resident</td>
<td>3</td>
<td>8</td>
<td>5 (3, 3, 3, 4 &amp; 8* graves purchased)</td>
<td>40</td>
<td>$62,250.00</td>
<td>$20,750.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>7</td>
<td>18</td>
<td>24</td>
<td>49</td>
<td>$80,250.00</td>
<td>$26,750.00</td>
</tr>
</tbody>
</table>

*cremation only grave purchased at $1,000 each.

* cremation only grave purchased at $1,000 each.
Breakdown of Graves Sold by Quarter Continued:

The fees to purchase a grave space are listed below:
$3,000.00 Full size
$2,000.00 Cremation size (accommodating two cremated remains)
$1,000.00 Cremation size (accommodating one cremated remains)
4. STATUS OF THE PERPETUAL CARE FUND

The Perpetual Care Fund was established in October, 2014 (Section 34-20 of the City Code). It can only be used for the perpetual care and maintenance of Greenwood Cemetery. The use of these funds are approved by the City Commission during the budget process.

“Sec. 34-29(a) - Perpetual care fund. Establishment of fund; name. The city hereby establishes, subject to the control of the city commission, a fund separate and apart from all other funds, property or securities belonging to the city, or belonging to any other entity, for the perpetual care and maintenance of Greenwood Cemetery property owned by the city, together with its buildings and appurtenances, any extension or enlargements thereof, and any mausoleum or burial crypts thereon. All deposits hereafter deposited with the city pursuant to this section and earnings thereon (such deposits and earnings being hereinafter referred to collectively as “Care Funds”), shall be administered in accordance with Act 215 of 1937 (MCL § 128.1 et seq.) and the terms of this section. The perpetual care fund hereby established shall be known as the Greenwood Cemetery Perpetual Care Fund.”

The City receives 75% of the price for the sale of non-private grave spaces. Below is a breakdown of funds received by the City.

**TOTAL CITY PERCENTAGE (75% OF THE SALE PAID TO THE CITY)**

<table>
<thead>
<tr>
<th>2015</th>
<th>FIRST QUARTER</th>
<th>SECOND QUARTER</th>
<th>THIRD QUARTER</th>
<th>FOURTH QUARTER</th>
<th>YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grave Sales</td>
<td>$2,250.00</td>
<td>$15,562.50*</td>
<td>$88,312.50*</td>
<td>$80,250.00</td>
<td>$186,375.00</td>
</tr>
<tr>
<td>Interest Earned</td>
<td>$0</td>
<td>$30.29</td>
<td>$47.72</td>
<td>$139.58</td>
<td>$217.59</td>
</tr>
<tr>
<td>Fees Paid on Perpetual Care Fund</td>
<td>($0)</td>
<td>($3.44)</td>
<td>($8.56)</td>
<td>($20.29)</td>
<td>($32.29)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$2,250.00</strong></td>
<td><strong>$15,589.35</strong></td>
<td><strong>$88,351.66</strong></td>
<td><strong>$80,369.29</strong></td>
<td><strong>$186,560.30</strong></td>
</tr>
</tbody>
</table>

*Reflects an overpayment made by the contractor to the City in the amount of $562.50 for additional rights of burial. The contractor will make the adjustment in the next payment to the City.

**TOTAL CONTRACTOR PERCENTAGE (25% OF THE SALE PAID TO THE CONTRACTOR)**

<table>
<thead>
<tr>
<th>2015</th>
<th>FIRST QUARTER</th>
<th>SECOND QUARTER</th>
<th>THIRD QUARTER</th>
<th>FOURTH QUARTER</th>
<th>YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grave Sales</td>
<td>$750.00</td>
<td>$5,000.00</td>
<td>$29,250.00</td>
<td>$26,750.00</td>
<td>$61,750.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$750.00</strong></td>
<td><strong>$5,000.00</strong></td>
<td><strong>$29,250.00</strong></td>
<td><strong>$26,750.00</strong></td>
<td><strong>$61,750.00</strong></td>
</tr>
</tbody>
</table>

The Contractor receives 25% of the price for the sale of non-private grave spaces. In addition to grave sales, the Contractor also provides cemetery management services for the operation of Greenwood Cemetery. This includes services such as burials, foundations, lawn care, processing ancestry inquiries and sales.
5. **2016 GOALS**
The GCAB has several items remaining on the Recommendations Checklist (listed below).

As approved by the GCAB on February 5, 2016:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>To recommend an RFP for GPR services be issued for the entire cemetery to develop a map of all known burial sites</td>
</tr>
<tr>
<td>2</td>
<td>To investigate the feasibility of installing columbaria for the inurnment of cremated remains</td>
</tr>
<tr>
<td>3</td>
<td>To develop a donor program for improvements specific to and appropriate to the cemetery</td>
</tr>
<tr>
<td>4</td>
<td>To digitize the burial records</td>
</tr>
<tr>
<td>5</td>
<td>To recommend an RFP for a Master Plan for Greenwood Cemetery</td>
</tr>
<tr>
<td>6</td>
<td>To recommend that the City of Birmingham review the Greenwood Cemetery Management Agreement</td>
</tr>
<tr>
<td>7</td>
<td>To contact owners whose records reflect no burials in the last fifty years to determine if they wish to sell graves back to the City</td>
</tr>
<tr>
<td>8</td>
<td>To commence reclamation and review records every ten years</td>
</tr>
<tr>
<td>9</td>
<td>To continue to review the cemetery regulations</td>
</tr>
</tbody>
</table>
Chapter 34 - CEMETERIES

FOOTNOTE(S):

--- (1) ---

Cross reference— Administration, ch. 2.

State Law reference— Municipal control and perpetual maintenance of cemetery lots, MCL 128.1 et seq.

ARTICLE I. - IN GENERAL

Secs. 34-1—34-25. - Reserved.

ARTICLE II. - GREENWOOD CEMETERY

Sec. 34-26. - Supervision.

The care, maintenance and operation of Greenwood Cemetery in the city shall be under the supervision and control of the city manager.

(Code 1963, § 3.41)

Sec. 34-27. - Sale of lots.

The sale of the lots in Greenwood Cemetery, and the issuance of burial and other permits pertaining to the use of lots in the cemetery shall be under the control and supervision of the city clerk. Upon payment of an administrative fee in the amount set forth in the schedule of fees, charges, bonds and insurance, such clerk shall record all sales and transfers of lots in the cemetery. The clerk shall keep an accurate record of all interments in the cemetery.

(Code 1963, § 3.42; Ord. No. 1507, § 3.42, 11-25-91; Ord. No. 2010, 2-8-10)

Sec. 34-28. - Rules and regulations.

The city manager may adopt such rules and regulations for the control of Greenwood Cemetery, for the conduct of persons therein, and governing the charges for lots, burial spaces and services, as he may deem necessary. Such regulations shall, when approved by resolution of the city commission, have the full force and effect of law, and shall be binding upon all persons in and about the cemetery. All such regulations shall be available to the public at the office of the city clerk, and elsewhere as the manager may direct.

(Code 1963, § 3.43)

Sec. 34-29. - Perpetual care fund.

(a) Establishment of fund; name. The city hereby establishes, subject to the control of the city commission, a fund separate and apart from all other funds, property or securities belonging to the city, or belonging to any other entity, for the perpetual care and maintenance of Greenwood Cemetery property owned by the city, together with its buildings and appurtenances, any extension or enlargements thereof, and any mausoleum or burial crypts thereon. All deposits hereafter deposited with the city pursuant to this section and earnings thereon (such deposits and earnings being
hereinafter referred to collectively as "Care Funds"), shall be administered in accordance with Act 215 of 1937 (MCL § 128.1 et seq.) and the terms of this section. The perpetual care fund hereby established shall be known as the Greenwood Cemetery Perpetual Care Fund.

(b) **Deposits.**

(1) **General.** The city shall set aside and deposit within the perpetual care fund, within the time period required by law, the amount of funds required by the Act. The city agrees to accept care funds paid in accordance with this section and to maintain such amounts and records as are necessary to carry out its obligations.

(2) **Multiple care funds.** The city may establish more than one care fund as specified by the city commission, provided that the procedures and requirements for establishing a care fund, under this section are complied with separately for each separate care fund. Each separate care fund shall be handled by the city in like manner as if each such care fund were governed by its own separate and distinct agreement with terms identical to those contained herein.

(3) **Rejection of donation.** The city reserves the right to reject any donation.

(c) **Investments.** The city is hereby expressly authorized and empowered to manage the care fund in accordance with Act 20 of 1943 (MCL § 129.91), as amended and within the parameters of the city's investment policy as adopted by the city commission and conforming to all statutes governing the investment of public funds.

(d) **Distribution of income.** The ordinance of the care fund shall be held intact by the city pursuant to the terms herein, and any interest and dividends (i.e. income, generated from the principal of the care fund) shall be paid for the care and maintenance of the cemetery. For purposes of this section, net capital gains shall be treated as principal. To the extent that income so generated is not immediately paid, such income shall be retained and shall be characterized as undistributed income.

(e) **Records.** The city shall maintain such records for each care fund and will evidence the amounts received for deposit, the amounts disbursed and withdrawn, the total amount of care funds held and the location, description, and character of the investments of the care fund.

(f) **Reports.**

(1) **Annual.** The city shall provide an annual (fiscal year, July 1 through June 30) accounting as of June 30 of each year.

(2) **Other.** The city will furnish such additional reports or information related to the care fund as may be required by ordinance and as may be required by the city or the state.

(Ord. No. 2145, 10-13-14)

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)
# GREENWOOD CEMETERY
## RECOMMENDATIONS CHECKLIST

<table>
<thead>
<tr>
<th>DATE COMPLETED</th>
<th>SECTION</th>
<th>RECOMMENDATIONS FROM FINAL REPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/13/14</td>
<td>4.1</td>
<td>Establish a Perpetual Care Fund to begin to develop the necessary funds derived from the sale of City-owned burial plots and donations to provide for the ongoing maintenance and improvements to Greenwood Cemetery.</td>
</tr>
<tr>
<td>10/13/14</td>
<td>5.1</td>
<td>Establish a standing advisory board to provide recommendations to the City on rules and regulations governing the cemetery, capital improvements and on future demands for cemetery services.</td>
</tr>
</tbody>
</table>

### ITEMS TO BE CONSIDERED IN THE FIRST SIX MONTHS

<table>
<thead>
<tr>
<th>DATE COMPLETED</th>
<th>SECTION</th>
<th>RECOMMENDATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/13/14</td>
<td>1.2</td>
<td>The Committee recommends that the City of Birmingham shall promptly commence reclamation proceedings under Public Act 46 of 1931 to acquire title to burial spaces believed to be abandoned for at least 50 years. The City of Birmingham shall complete those reclamation proceedings at the earliest practical time. Thereafter, the City of Birmingham shall review the cemetery records at least every 10 years to determine whether to undertake additional reclamation proceedings.</td>
</tr>
<tr>
<td>6/19/15</td>
<td>1.4</td>
<td>The Committee recommends that for any future plot sales by the City a restriction be placed upon such sales requiring that the owners wishing to sell these plots may only return the unused plots to the City for resale and that no private sales of those plots may occur. This recommendation does not apply to burial sites privately owned prior to the date the City adopts this recommendation, unless the City subsequently acquires any such burial site. GCAB recommended revisions to the Rules and Regulations which include this restriction. - 6/19/15 CC approved – 8/10/15, (initial sales in Sections B &amp; C are limited to 240 grave spaces. Must be reviewed once 200 grave spaces have been sold in Sections B &amp; C.)</td>
</tr>
</tbody>
</table>
| 6/19/15        | 1.8     | The Committee recommends that letters be sent by first class mail to those on the Interest List to purchase burial rights to confirm that they wish to remain on the List and with the consequence that by not responding within 30 days they will be removed from the Interest List. The Committee further recommends that the sale of City owned plots be sold pursuant to this List in accordance with the following procedure:  
  a. Letters are sent to those on the Interest List pursuant to the above recommendation.  
  b. Anyone from the List who did not respond when the time period expires will be allowed to be added back on the List on a first-come, first-serve basis.  
  c. This recommendation does not apply to burial sites privately owned prior to the date the city adopts this recommendation, |
<p>| | | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>unless the city subsequently acquires any such sites. GCAB recommended letters be sent once grave space is available. - 6/19/15 The contractor is contacting individuals on the Grave Interest List.</td>
</tr>
<tr>
<td>6</td>
<td>N/A</td>
<td>2.1 The Committee recommends that the roadway between Sections K and L be developed to accommodate an estimated 70 traditional casketed spaces and with the possibility of installing a dignified pathway to provide access. Per the Michigan Historic Preservation Manual, pg 140: “The circulation pattern of roads and pathways in the cemetery should remain as originally laid out.” - HDC meeting 3/18/15</td>
</tr>
<tr>
<td>7</td>
<td>6/19/15 &amp; ONGOING REVIEWS</td>
<td>8.2 The Committee recommends that the City Commission review the Greenwood Cemetery Operational Procedures, Conditions and Regulations to ensure they are fully inclusive. GCAB recommended revisions to Rules and Regulations. - 6/19/15 CC approved - 8/10/15</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>ITEMS TO BE CONSIDERED WITHIN THE FIRST TWELVE MONTHS</strong></td>
</tr>
<tr>
<td>8</td>
<td>5/1/15</td>
<td>1.1 The Committee recommends the City identifies the unsold/unused burial spaces at the cemetery and offer them for sale. GCAB recommended the graves in the green space of Sections B, C, D, K, L, O be offered for sale with certain restrictions - 5/1/15</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>2.2 The Committee recommends that the City of Birmingham investigate the feasibility of installing columbaria for the inurnment of cremated remains, including but not limited to, the north boundary of Greenwood Cemetery. GCAB approved a motion to request the City Commission authorize a Request for Proposal to guide the cemetery board in the development of a master plan for columbarium options – 12/4/15.</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>4.2 The Committee recommends the City develop a donor program for improvements specific to and appropriate to the cemetery. GCAB approved a motion to recommend that the City Manager and City Attorney review the Greenwood Cemetery Donor Recognition Program as amended - 4/1/16.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>ITEMS TO BE CONSIDERED AFTER THE FIRST YEAR</strong></td>
</tr>
<tr>
<td>11</td>
<td>6/19/15</td>
<td>1.3 The Committee recommends that any sales occurring as the result of the reclamation process initially be offered to those currently on the Interest List according to the date their name was added to the List and thereafter offered to the general public.</td>
</tr>
</tbody>
</table>
GCAB recommended the proposed schedule to offer graves for sale in the green space of Sections B, C, D, K, L, O by contacting the first 20 individuals on the Interest List, then the next 20, and so on. – 6/19/15

CC recommended anyone who wants to purchase graves must add their name to the Interest List. – 06/29/15

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/30/15</td>
<td>Completed</td>
<td>green space in B, C, D, K, L, O</td>
</tr>
<tr>
<td>12</td>
<td>06/30/15</td>
<td>The Committee recommends the City utilize both existing burial records and Ground Penetrating Radar (GPR) to develop a map of all known burial sites. GCAB recommended an RFP for GPR service be issued on the entire cemetery and the green space in Sections B, C, D, K, L, O. – 4/10/15 The Contractor offered to pay for GPR service in the green space in Sections B, C, D, K, L, O. GPR completed – June, 2015 GCAB approved a motion to request a RFP for Ground Penetrating Radar services for the entire cemetery, except for those areas already performed by Elmwood, with any sensitive information redacted before public release – 12/4/15.</td>
</tr>
<tr>
<td>13</td>
<td>8.1</td>
<td>The Committee recommends that the City of Birmingham review the Greenwood Cemetery Management Agreement dated June 24, 2013 in light of the Committee’s other recommendations to determine whether to modify the Agreement to be consistent with those recommendations the City Commission adopts or to terminate the Agreement.</td>
</tr>
<tr>
<td>14</td>
<td>1.5</td>
<td>The Committee recommends that the City digitize its burial records.</td>
</tr>
<tr>
<td>15</td>
<td>1.7</td>
<td>The Committee recommends that the City notify owners whose records reflect no burials (single spaces and within family lots) within the last 50 years to determine if they wish to sell back to the City.</td>
</tr>
<tr>
<td>16</td>
<td>N/A</td>
<td>The Committee recommends against expanding Greenwood Cemetery’s boundaries at this time.</td>
</tr>
<tr>
<td>17</td>
<td>Completed, 2014</td>
<td>The Committee recommends the City seek a legal opinion whether the cemetery is or could be classified as a park within the meaning of MCL 129.97a(1) of Public Act 20 of 1943, such that the trust could earn market rate of return.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>STAFF NOTE: October, 2014 - This review has concluded that despite the title of the property, funds received by the City are subject to the investment rules that are set forth in Act 20 of 1943 (MCL §129.91). Therefore, the City’s investment policy conforms to this statute which limits the investment vehicles that are available to municipalities and the reclassification to a park is not advantageous.</td>
</tr>
</tbody>
</table>

Updated 5/23/16
I. DEFINITIONS:

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

a. “Cemetery” shall mean Greenwood Cemetery.

b. “Superintendent” shall mean the City Manager or his/her designee.

c. “Marker” shall mean a stone or object denoting the location of a grave and which does not exceed eighteen (18) inches in height, sixteen (16) inches in width, and twenty-four (24) inches in length.

d. “Monument” shall denote a memorial stone or object of a size in excess of that of a marker.

e. “Permanent outside container” shall be a container which encloses a casket. The following are considered permanent outside containers: concrete boxes, concrete, copper or steel burial vaults.

f. “Department” shall mean the Department of Public Services.

g. “Memorial” shall mean monuments or markers.

II. CONDUCT OF PERSONS

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

No person shall:

a. Enter the cemetery except through an established gate, and only during the hours from 8:00 A.M. to sundown.

b. Deposit or leave rubbish and debris on any part of the cemetery grounds.

c. Pick, mutilate, remove, or destroy any living plants or parts thereof, whether wild or domestic, on the cemetery grounds, except in the work of maintenance by City employees or its designated contractor.
d. Break, injure, remove, or deface any monument or marker on the cemetery grounds.

e. Bring any dog or animal into the cemetery grounds, unless in compliance with applicable leash law.

f. Bring or discharge any firearm on the cemetery grounds, except in the conduct of military funerals.

g. Carry intoxicants into the cemetery grounds, or consume such while in the cemetery.

h. Advertise on cemetery grounds unless permitted by the City.

i. Conduct her/himself in any other than a quiet and respectful manner while on the cemetery grounds.

III. TRAFFIC REGULATIONS

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

No person shall:

a. Drive a vehicle within the cemetery at a speed in excess of ten (10) miles per hour.

b. Drive or park a vehicle on other than established driveways except for the purpose of maintenance or construction.

c. Turn a vehicle around within the cemetery except by following established driveways.

d. Use a cemetery driveway as a public thoroughfare.

IV. MAINTENANCE AND PERPETUAL CARE

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

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

V. OPERATIONAL REGULATIONS

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

a. Corners of all lots will be marked by the City, or its designated contractor, with permanent markers set flush with the ground surface, and these shall not be disturbed.

b. The erection of any fence, railing, wall, coping, curbing, trellis, or embankment, or the planting of any hedge, on any lot or grave is prohibited. No cutting of paths shall be permitted.

c. The City, or its designated contractor, shall have the right to remove from any lot any objects, including trees and shrubs and flower pots that are not in keeping with the appearance of the cemetery.

d. Ironwork, seats, vases, and planters shall be allowed on lots, providing that the same shall be kept in good repair and well painted. If not kept in good repair and painted, the Superintendent shall have power and authority to remove same from cemetery, and shall not be liable for any such removal.

e. Planters of iron or granite for the planting of flowers will be removed from lots and put in storage if not filled by July 1st. Planters so removed will be sold for cartage and storage charges, or destroyed, if not claimed within a period of one year.

f. No person shall plant, cut down, remove, or trim any tree, shrub, or plant within the cemetery except by permission of the Superintendent, or a person authorized by him/her to act in his/her stead in matters pertaining to the cemetery.

g. The planting of flowers on any lot, or otherwise disturbing the sod, shall release the City or its designated contractor from all obligation to resod without extra charge therefore. The planting of spirea, rose bushes, peonies, or shrubs that grow over three feet in height, will not be permitted.

h. As soon as flowers, floral pieces, potted plants, flags, emblems, etc., used at funerals or placed on grave at other times, become unsightly or faded, they will be removed, and no responsibility for their protection will be assumed, except for special groups upon notification to the City or its designated contractor.

i. The Superintendent reserves the right to remove from beds, graves, vases, planters, or other containers, all flowers, potted plants, or other decorations, that are set out and then not kept properly watered, trimmed and free from weeds, and to do so as soon as they become objectionable.
VI. MONUMENTS, GRAVE MARKERS AND FOUNDATIONS

MONUMENTS

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

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

a. Each monument shall be supported on a concrete foundation not smaller than the base of the monument it supports. Such foundation shall be constructed only by the City or its designated contractor after payment therefore has been made. Foundations will be installed April to November, weather dependent, as determined by the Superintendent. Requests received after November 1st will be held until conditions allow for installation.

b. Designs for monuments must be submitted to the Superintendent or to a person designated by him/her to act in his/her stead, when application is made for construction of foundations. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial.

c. No monument of artificial stone, sandstone, limestone, or soapstone will be permitted.

d. All contractors and workers engaged in setting monuments shall be under the supervision of the Superintendent or a person designated by him/her, and they will be held responsible for any damage resulting from their negligence or carelessness. No work of setting monuments shall be started that cannot be completed by the end of the day following the start of such work.

e. No monuments shall be allowed in the flush sections.

MARKERS

a. Markers shall not exceed 1 ½ feet in height and shall have a minimum horizontal dimension at the base of not less than half of the height. All markers shall be in one piece, and shall be dressed on the bottom at right angles to the vertical axis. These measurements do not apply to government issue markers.

b. Individual markers can be sod set without a concrete foundation.

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

a. No structures shall be placed or constructed by anyone other than employees of the City or its designated contractor in the area of Greenwood Cemetery designated as the “Flush Memorial Section”.

b. Bronze or granite markers only, set flush with the turf, will be permitted in this section. No structures which would extend above the ground level shall be permitted.

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

FLUSH MEMORIAL SECTION – AREAS PLOTTED AFTER JANUARY 1, 2015

a. On grave spaces in Sections B, C, D, K, L, and O, all memorials on new lots plotted after January 1, 2015, must be installed at lawn level. Memorials can be individual markers measuring 24” x 12” x 4” or 16” x 24” x 4” or companion memorials over two (2) graves measuring 48” x 12” x 4”.

b. The memorials must be made of acceptable bronze or granite material and set at lawn level.

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

VII. FUNERALS, INTERMENTS AND DISINTERMENTS

INTERMENTS

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

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

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

No grave shall be dug closer than six (6) inches from the line of any lot.
In all full burial interments, the casket shall be enclosed in a permanent outside container. Such outside container shall be installed by the funeral director, vault company, or the City's designated contractor.

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

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

The City must be notified through the City Clerk or its designated contractor, of the time and exact location of proposed interments in time to allow not less than ten (10) hours of daylight to prepare the grave. If notification occurs less than 10 hours of daylight prior to burial, overtime charges will apply.

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

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

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

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

**DISINTERMENTS**

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

VIII. BURIAL RIGHTS POLICY

Lots purchased from the City after October 1, 2014:

Full grave
  One casketed remains and two cremated remains
  - or -
  Up to three cremated remains

Cremation grave
  3 x 2 feet  one cremated remains
  3 x 4 feet  two cremated remains

Lots purchased prior to October 1, 2014:

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

IX. LOT RESALE POLICY

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

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

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

X. SCHEDULE OF FEES AND CHARGES

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

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

- October 18, 1971 Resolution No. 1434-71
- February 13, 1984 Resolution No. 02-97-84
- February 23, 2009 Resolution No. 02-52-09
- December 17, 2012 Resolution No. 12-356-12
- August 10, 2015 Resolution No. 08-174-15
DATE:       June 10, 2016

TO:         Joseph A. Valentine, City Manager

FROM:       Laura M. Pierce, City Clerk
            Mark Gerber, Finance Director

SUBJECT:    Status Update on Cemetery Management Services Agreement with Historic Elmwood Cemetery

Duties of City & Contractor

Prior to the City contracting the management services with the Historic Elmwood Cemetery, the City Clerk’s Office was responsible for scheduling burials and foundations, responding to ancestry inquiries, maintaining the grave interest list and updating the cemetery records for burials, foundations, and processing deeds for private sales. Due to the age of the cemetery, the City Clerk’s Office was in frequent contact with the City Attorney to determine next of kin rights for burials and private sales. These questions took a lot of time and there was frequent back and forth with the next of kin to ensure proper documentation was obtained.

The Department of Public Services was responsible for maintaining the cemetery grounds, forestry services, preparing the graves for burials, pouring foundations, and locating specific grave locations for owners and individuals interested in purchasing a private sale grave.

In June, 2013, the City entered into an agreement with the Historic Elmwood Cemetery (contractor) for Cemetery Management Services of Greenwood Cemetery. An electronic copy of the records was given to the contractor and the City retained the original records. The contractor then took over the work previously performed by the City Clerk’s Office and the Department of Public Services. Attachment A lists the work currently performed by the City and the contractor.

The permanent record keeping is still maintained by the City Clerk’s Office. Every quarter the contractor sends the deeds and work orders to the Clerk’s Office. The Clerk’s Office updates the cemetery record books, the Laserfiche document imaging program, and files the hard copy deeds and work orders.

The Department of Public Services (DPS) is still responsible for forestry services and road improvements, however the contractor took over the responsibilities for prepping the grave for burial, pouring foundations, snow removal, lawn care, general clean-up of the grounds, and meeting with the families regarding grave location. There have been no road improvements to date, however it is anticipated that the road will need to be done in the future.

DPS contracts out the lawn care for the entire City, including the cemetery. The contractor is responsible for the lawn care and reimburses the City for the cemetery portion of the lawn care.
The contractor receives a bill from the City once a month for the cemetery portion of the lawn care contract.

The contractor is responsible for scheduling burials and foundations, responding to ancestry inquiries, and updating the electronic cemetery records for burials, foundations, and sales. In addition, the contractor is responsible for meeting with individuals interested in purchasing a grave, the sale of the grave, and financial record keeping of those sales. The contractor is also responsible for prepping the grave for burial, pouring foundations, snow removal, lawn care and general clean-up of the grounds.

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

**Grave Interest List & Sale of Graves**

In order to purchase a grave in the cemetery, one must be on the Grave Interest List or have an immediate need for a grave. Since the newly designated grave spaces have been made available, the Grave Interest List has grown to over 300 names. The contractor has made its way through over half of the names on the list.

The contractor makes contact with an individual or family from the Grave Interest List. It generally takes about two to three meetings at the cemetery before the individual decides which grave spaces to purchase. The fee and deeds are processed by the contractor. Each quarter the City receives, a list of sales, the deeds and City percentage of the fee. The Clerk’s Office compares the list of sales to the deeds received, updates the cemetery record books, the Laserfiche document imaging program, and files the hard copy deeds and work orders.

The Contractor offers a 0% interest payment plan for individuals interested in purchasing graves. The payment plan is a standard practice offered at all cemeteries operated by the contractor. Individuals have the option of a twenty-four month plan, however most individuals are opting for a twelve month plan. Once the payment plan is fulfilled, the City will receive its 75% portion. Burials cannot be done until the payment plan is paid in full. To date, fourteen graves were purchased utilizing the payment plan and two of the fourteen graves have already been paid in full.

Only two private sales have occurred since the newly designated grave spaces were made available. Both private sale purchases were made for $3,000.00 - the same amount for the full size grave spaces sold by the City. Opening the newly designated grave spaces greatly reduced the price on the private sale graves.

**Perpetual Care Fund**

The City receives 75% of the fee for the newly designated grave space sales. The entire 75% is deposited into the Greenwood Cemetery Perpetual Care Fund.

In October, 2014, the City Commission established the Greenwood Cemetery Perpetual Care Fund in accordance with Act 215 of 1937. The purpose of the fund is to account for the investment earnings on the sale of City-owned plots and donations which will be used for the perpetual care and maintenance of the Greenwood Cemetery. Funds received from the sale of
plots are considered public funds and are invested in accordance with P.A. 20 of 1943 and the City’s General Investment Policy.

By state law, the funds are invested in the same manner as the City’s general investments (non-retirement investments) which means it is invested in US treasuries, US agencies, CD’s, commercial paper, and securities of the State of Michigan. Currently, the fund is earning approximately less than 1% (.8%). The primary goal of the investment policy for the City’s funds and the cemetery funds is preservation of principal which means investing in very safe low yielding securities. The Finance Department is in charge of overseeing the investments and will recommend any changes to the investments if needed.

Public Act 13
Public Act 13 became effective on May 16, 2016. This act allows a municipality to invest money deposited into a perpetual care and maintenance fund into mutual funds consisting of fixed income securities and/or equity securities. No more than 60% of the fund balance of the perpetual care and maintenance fund may be invested in equity securities and the equity securities of the mutual fund cannot be made up of more than 40% of one asset class (for example, large cap stocks, international stocks, etc.). Also the mutual funds must be rated in the top 2 tiers of mutual funds as rated by Morningstar, Inc. or another nationally recognized mutual fund rating agency at the time of purchase.

P.A. 13 is not mandatory. The City can continue to invest these funds under P.A. 20 if it desires. P.A. 13 gives the City an option to potentially earn greater returns for the fund. However, as with any investment in the stock market, there is potential for greater losses as well.

As an additional investment mechanism, City staff researched the opportunity to invest these funds with the Community Foundation for Southeast Michigan, however, due to fact that these funds are public funds, state law would prohibit this kind of investment. In order to invest in greater risk mutual funds, as permitted under P.A. 13, staff is reviewing the requirements of the act and will propose a risk allocation policy that will incorporate mutual funds into a cohesive investment strategy.

Conclusion
The contract for cemetery management services has been successful to date. The cemetery services are performed by the contractor at no cost to the City. The City Clerk’s Office remains in close contact with the contractor to ensure the needs of community are met. The contractor is very responsive to all inquiries by the City and its residents. The work is performed in a professional manner by experts in the cemetery industry.

The following documents are attached for reference:
  A. List of Responsibilities of the City vs Contractor
  B. Cemetery Management Agreement with Historic Elmwood Cemetery
  C. Summary of the City Commission decisions regarding cemetery 2012-2015
  D. City Commission minutes regarding cemetery 2012-2015
  E. Cemetery Rules and Regulations
  F. Ordinance regarding Greenwood Cemetery
  G. Fee Schedule
GREENWOOD CEMETERY CONTRACTOR UPDATE

RESPONSIBILITIES CITY CLERK’S OFFICE

**BEFORE CONTRACT**
- Schedule burials
- Schedule foundations
- Respond to ancestry inquiries
- Process deeds for private sales
- Determine next of kin for burial and sale inquiries (with City Attorney)
- Update cemetery records with burial info, sales & transfers
- Maintain Grave Interest List

**WITH CONTRACT**
- Update cemetery records with burial info, foundations, sales & transfers
RESPONSIBILITIES
DEPARTMENT OF PUBLIC SERVICES

- BEFORE CONTRACT
  - Prep graves for burials (measuring to determine specific location of grave, dig hole, fill in hole)
  - Attended burials
  - Pour foundations
  - Locate specific graves for owners and individuals interested in purchasing a grave
  - Maintain cemetery grounds (lawn care, clear debris, forestry services, road repair, emptied trash cans)

- WITH CONTRACT
  - Forestry Services
  - Road maintenance

CITY’S CURRENT TOTAL RESPONSIBILITIES

- Update cemetery records with burial info, foundations, sales & transfers
- Forestry Services
- Road maintenance
RESPONSIBILITIES OF THE CONTRACTOR

- Financial record keeping
- Meet with families to identify space
- Schedule burials
- Prep grave for burials
- Set up/clean up tents and chairs
- Attend burial
- Lawn care (pay for lawn service & weed care, seeding grass if necessary, clear debris)
- Snow removal

- Raise & level markers/monuments
- Repair grave if needed
- Schedule foundations
- Install foundations
- Determine next of kin for burial and sale inquiries
- Respond to ancestry inquires
- Process deeds for sales
- Maintain Grave Interest List
- Update records
- Send records to City Clerk’s Office

COMPARISON OF RESPONSIBILITIES

CITY

- Forestry Services
- Road maintenance
- Update cemetery records with burial info, foundations, sales & transfers

CONTRACTOR

- Financial record keeping
- Meet with families to identify space
- Schedule burials
- Prep grave for burials
- Set up/clean up tents and chairs
- Attend burial
- Lawn care (pay for lawn service & weed care, seeding grass if necessary, clear debris)
- Snow removal
- Raise & level markers/monuments
- Repair grave if needed
- Schedule foundations
- Install foundations
- Determine next of kin for burial and sale inquiries
- Respond to ancestry inquires
- Process deeds for sales
- Maintain Grave Interest List
- Update records
- Send records to City Clerk’s Office
**STATISTICAL INFORMATION**

Work performed by the contractor:

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>BURIALS</th>
<th>FOUNDATIONS</th>
<th>GRAVE SALES</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 (July-Dec)</td>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2014</td>
<td>20</td>
<td>12</td>
<td>7</td>
</tr>
<tr>
<td>2015</td>
<td>25</td>
<td>11</td>
<td>103</td>
</tr>
<tr>
<td>2016 (Jan-Mar)</td>
<td>7</td>
<td>0</td>
<td>26</td>
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</table>

**FINANCIAL INFORMATION**


<table>
<thead>
<tr>
<th>2013-2016</th>
<th>CITY</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income from Sale of Graves</td>
<td>$261,375.00</td>
<td>$84,250.00</td>
</tr>
<tr>
<td>Interest earned from Perpetual Care Fund</td>
<td>$676.59</td>
<td>$0</td>
</tr>
<tr>
<td>Fees paid for Perpetual Care Fund</td>
<td>($98.19)</td>
<td>($0)</td>
</tr>
<tr>
<td>Lawn Care</td>
<td>$0</td>
<td>($45,823.32)</td>
</tr>
<tr>
<td>Labor Costs</td>
<td>Not Tracked Separately (update cemetery records, forestry services, road work)</td>
<td>Not Tracked Separately (lawn care, snow removal, labor for services &amp; installations, administrative staff for sales, arrangements, record keeping, and meeting attendance)</td>
</tr>
<tr>
<td>GROSS INCOME (Not including labor costs)</td>
<td>$261,953.40</td>
<td>$91,163.35</td>
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</table>
• Effective May 16, 2016

• Allows municipalities to invest cemetery perpetual care funds in mutual funds.
  • Mutual funds must be rated in top 2 tiers of a nationally recognized mutual fund rating agency (Morningstar, for example)
  • No more than 60% of the fund balance can be invested in equity securities
  • Within the equity securities, no more than 40% of the stock can be from one asset category (for example, large cap, international, mid-cap, etc.)
  • Potential for market loss

QUESTIONS?
<table>
<thead>
<tr>
<th>Cemetery Service</th>
<th>Service Provider</th>
<th>City Clerk</th>
<th>DPS</th>
<th>Elmwood Private Contractor</th>
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</thead>
<tbody>
<tr>
<td>Permanent record keeping</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tree removal</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Road improvements</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Financial record keeping</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Meet with families to identify space</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Coordinate with Funeral Director/Family</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>time &amp; date of service and service type</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Document next of kin and deceased information</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Issue work order</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Excavate grave</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Set up tent and chairs</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Perform burial</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Attend burial</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Post burial tent and chairs are removed and packed</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Grave is seeded and top dressed</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Maps and records are marked to reflect the burial information</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Records are scanned and emailed to City Clerk</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Lawn care</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Contracting lawn care and weed care/fertilization</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Inspection of lawn care and weed care contractor's work</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Raise and level markers/monuments</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Seeding grass is necessary</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Repairing graves as needed</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Task</td>
<td></td>
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<tr>
<td>---------------------------------------------------------------------</td>
<td>---</td>
<td>---</td>
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<td></td>
</tr>
<tr>
<td>Address customer service requests</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Installation of foundations</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Snow removal</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintain water system</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General clean-up of grounds, e.g. trimming bushes, picking up branches, trash pick-up</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Update interest list</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mail and/or email interest list to families</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issue work orders for customer requests</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist families with information regarding disinterment and internment</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AGREEMENT
For Greenwood Cemetery Management Services

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

WITNESSETH:

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

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

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

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide management services for the City's historic Greenwood Cemetery and the Contractor's cost proposal dated April 29, 2013, shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. As compensation, the contractor shall receive one-hundred percent (100%) of the income from interment services, the sale of second rights of interment, foundations and memorial installations and other miscellaneous service fees, as approved by the City. Additionally, the Contractor shall receive twenty-five percent (25%) of the proceeds from the sale of new or reclaimed grave spaces.

3. This Agreement shall commence upon execution by both parties, and shall remain in effect for a period of ten (10) years, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals. Prior to the expiration of the original term, the parties may mutually agree, in writing, to renew the agreement for an additional ten (10) years beyond the original term.
expiration of the original term, the parties may mutually agree, in writing, to renew the agreement for an additional ten (10) years beyond the original term.

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

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

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

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

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

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

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

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

A. **Workers' Compensation Insurance**: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

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

C. **Motor Vehicle Liability**: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
D. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability insurance, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. **Professional Liability:** Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. **Pollution Liability Insurance:** Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than $1,000,000, per occurrence preferred, but claims made accepted.

G. **Owners Contractors Protective Liability:** The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

H. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

I. **Proof of Insurance Coverage:** Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.
J. **Coverage Expiration:** If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

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

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

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

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

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

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

- **Elmwood Historic Cemetery**
  - Attn: Lawrence Sloane
  - 1200 Elmwood Road
  - Detroit, MI 48207
  - Ph. 313.567.3453
  - lfsloane@aol.com
17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

[Signatures on next page]
IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

TRUSTEES OF ELMWOOD CEMETERY

By: Francis W. McMillan II
   Its: President

CITY OF BIRMINGHAM

By: George Dilgard
   Its: Mayor

By: Laura Broski
   Its: City Clerk

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

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

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

Robert J. Bruner, Jr., City Manager
(Approved as to substance)
# Certificate of Liability Insurance

**Certificate Number:**

**Revised Number:**

**Issue Date:** June 21, 2013

**Certificate Holder:**
City of Birmingham

**Authorized Representative:**
Michael Maldegen

---

**Insured:**
- Elmwood Cemetery
- Greenwood Cemetery
  1200 Elmwood
  Detroit, MI 48207

**Producers:**
- Comerica Insurance Services
  MC7969
  P. O. Box 75000
  Detroit, MI 48275
  Michael Maldegen

**Insurers:**
- NAIC 
  | Insurer A: Citizens Insur. Co of America | 31534
  | Insurer B: Citizens-Almerica Fin Benefit | 41840

**Coverages:**

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**Description of Operations / Locations / Vehicles:**
City of Birmingham, including all elected and appointed officials, employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof, are named as additional insured with respect to the general liability policy as their interest may appear by written contract, all above coverage are primary.

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**
Michael Maldegen

---

**Contact Information:**
- Phone: 800-713-0336
- Fax: 313-222-3131
- Coerica Insurance Services
  MC7969
  P. O. Box 75000
  Detroit, MI 48275
  Michael Maldegen

**Insurance Services:**
- Coerica Insurance Services
  P. O. Box 75000
  Detroit, MI 48275
  Michael Maldegen

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**ACORD 25 (2010/05):**
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REQUEST FOR PROPOSALS
For Greenwood Cemetery 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 3:00 p.m. on Thursday, May 2, 2013 after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on Thursday, April 18, 2013 at 2:00 p.m. in Room #205 of the Birmingham Municipal Building, located at 151 Martin, Birmingham, MI 48009. Bidders must register for the pre-bid meeting by Wednesday, April 17, 2013 by contacting Christian Wuerth at 248.530.1807 or cwuerth@bhamgov.org.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide 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: Christian Wuerth, 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, April 2, 2013

Mandatory Pre-Bid Meeting: Thursday, April 18, 2013 at 2:00 p.m.

Deadline for Submissions: 3:00 p.m. on Thursday, May 2, 2013

Contact Person: Christian Wuerth, Assistant to the City Manager
P.O. Box 3001, 151 Martin Street
Birmingham, MI 48012-3001
Phone: 248.530.1807
Email: cwuerth@bhamgov.org
REQUEST FOR PROPOSALS
For Greenwood Cemetery 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 “Contractor.”

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide 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 late May 2013. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

NOTE: In September 2012, the City received a report prepared by the L.F. Sloane Consulting Group, Inc., which may be found as Attachment E (pg. 26). The report serves as an evaluation of current operations and makes a series of recommendations for future operations of the Cemetery.

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 to provide management services for the City’s historic Greenwood Cemetery.

MANDATORY PRE-BID MEETING
Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to make inquiries about the RFP. The mandatory pre-bid meeting will take place on Thursday, April 18, 2013 at 2:00 p.m. in Room #205 of the Birmingham Municipal Building, located at 151 Martin, Birmingham, MI 48009. Bidders must register for the pre-bid meeting by Wednesday, April 17, 2013 by contacting Christian Wuerth at 248.530.1807 or cwuerth@bhamgov.org.
INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 3:00 p.m. on Thursday, May 2, 2013 to:

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

One (1) original and one (1) electronic copy, in PDF format, 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 Contractor'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: Christian Wuerth, Assistant to the City manager, 151 Martin, Birmingham, MI 48009 or cwuerth@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, Contractor 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 Contractor if the successful Contractor 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 Contractors.

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 Contractor sufficient to indicate the City’s desire to do so. In the case of such a stoppage, the City agrees to pay Contractor 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 Contractor 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 Contractor 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.

**CONTRACTOR'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. Agreement (p. 11 – 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 Contractor 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 résumés 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 Contractor’s proposal.

8. The Contractor 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 Contractor during this project.

9. The contractor will be responsible for obtaining any building and parking permits at no cost to the contractor.
10. 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 Contractor will be available according to the proposed timeline.

CITY RESPONSIBILITY
1. The City will provide a designated representative to work with the Contractor to coordinate both the City’s and Contractor’s efforts and to inspect and verify any work performed by the Contractor.

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 Contractor also agrees to provide all insurance coverages as specified. 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 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 Contractor 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 late May 2013. Following approval, City staff will schedule a meeting with the successful bidder to begin transition of daily management tasks and finalize a schedule for the processes to identify additional space for burials and the interment of cremated remains within the cemetery, as identified in the Scope of Work.

The Contractor will not exceed the timelines established for the completion of this project.

SCOPE OF WORK
The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

1. The City is seeking a qualified contractor to provide service to the City within Greenwood Cemetery to include, but not be limited to, the following:
   a. Lawn care, weed control, monument trimming
   b. Burial services
   c. Permanent record keeping
   d. Financial record keeping
   e. Customer service and marketing
   f. Advising the City on the development and long-term care of the cemetery
2. The Contractor shall solely be responsible for all expenses for labor, equipment and materials for services provided under the agreement. The City shall maintain the insurance for the Cemetery grounds at its expense.
   a. To cover such expenses, the Contractor shall receive the income from interment services, second rights of interment, foundations and memorial installations and other miscellaneous service fees, as approved by the City.
   b. The Contractor may offer other services, including memorial sales and floral sales.
   c. The City will approve certain policies and fund the development of new burial spaces within the Cemetery. The Contractor will assist the City in this design and development of such inventory of ground burial spaces and cremation burial options.

3. Upon the sale of new and reclaimed burial spaces and, 50% of such funds shall be placed in an endowment fund to be established for the perpetual care of the Cemetery, the contractor shall receive a percentage equal to 25% of the sale price, and the remaining 25% of such sales shall be returned to the City as a capital cost recovery.

4. The City shall establish an endowment fund for the perpetual care and maintenance of Greenwood Cemetery, which will be invested by a third party trustee. At the City’s sole discretion, the Contractor may assist in the development of the fund.

5. The Contractor and City shall meet on a regular basis to review the operations and financial status of the Cemetery. The schedule for such meetings shall be established by the parties following the execution of the agreement.

6. The City maintains the right to inspect, without any advance notice, all permanent and financial records associated with the Greenwood Cemetery.

7. The Contractor must maintain the Cemetery in a manner which is fully in compliance with the City’s adopted Operational Procedures, Conditions, and Regulations. The current version is included as Attachment D – pg. 19.
   a. From time to time, the Contractor will assist the City in reviewing the Operational Procedures, Conditions, and Regulations in order to ensure the needs of the community are being met in a manner consistent with industry best practices.

8. Greenwood Cemetery is a historic site within the City of Birmingham. All actions and recommendations by the Contractor shall be done in a manner which maintains the historic character and setting of the cemetery.

9. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.
10. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.

11. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.
AGREEMENT
For Greenwood Cemetery Management Services

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

WITNESSETH:

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

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

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

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide management services for the City's historic Greenwood Cemetery and the Contractor's cost proposal dated April 29, 2013, 2013 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. As compensation, the contractor shall receive one-hundred percent (100%) of the income from interment services, the sale of second rights of interment, foundations and memorial installations and other miscellaneous service fees, as approved by the City. Additionally, the Contractor shall receive twenty-five percent (25%) of the proceeds from the sale of new or reclaimed grave spaces.

3. This Agreement shall commence upon execution by both parties, and shall remain in effect for a period of ten (10) years, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals. Prior to the expiration of the original term, the parties may mutually agree, in writing, to renew the agreement for an additional ten (10) years beyond the original term.
expiration of the original term, the parties may mutually agree, in writing, to renew the agreement for an additional ten (10) years beyond the original term.

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

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

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

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

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

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

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

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

A. Workers’ Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers’ Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

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

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insured: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than $1,000,000, per occurrence preferred, but claims made accepted.

G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be “Name Insured” on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.
J. **Coverage Expiration:** If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

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

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

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

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

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

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

- **Elmwood Historic Cemetery**
  - Attn: Lawrence Sloane
  - 1200 Elmwood Road
  - Detroit, MI 48207
  - Ph. 313.567.3453
  - lfsloane@aol.com
17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

[Signatures on next page]
IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:  

TRUSTEES OF ELMWOOD CEMETERY

By: Francis W. McMillan II  
    Its: President

CITY OF BIRMINGHAM

By: George Dijgard  
    Its: Mayor

By: Laura Broski  
    Its: City Clerk

Approved:  

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

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

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

Robert J. Bruner, Jr., City Manager  
(Approved as to substance)
ATTACHMENT B - BIDDER’S AGREEMENT
For Greenwood Cemetery Management Services

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

[Signature]
BID PREPARED BY
(Print Name) 4/30/13
DIRECTOR 4/30/13
TITLE
DATE

[Signature] 6/7/2013 6/7/2013
AUTHORIZED SIGNATURE E-MAIL ADDRESS

Elmwood Cemetery
COMPANY 518-424-7757 (c)
1200 Elmwood Avenue 313-567-3453 (c)
ADDRESS PHONE

Elmwood Cemetery
NAME OF PARENT COMPANY Same

1200 Elmwood Avenue Detroit Michigan 48207
ADDRESS
In order for the bid to be considered valid, this form must be completed in its entirety.

As compensation, the contractor shall receive one-hundred percent (100%) of the income from interment services, the sale of second rights of interment, foundations and memorial installations and other miscellaneous service fees. Additionally, the Contractor shall receive twenty-five percent (25%) of the proceeds from the sale of new or reclaimed grave spaces.

The additional annual cost, if any, for the Scope of Work as stated in the Request for Proposal documents shall be an amount, as follows:

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TOTAL ANNUAL AMOUNT

Firm Name  **ELMWOOD CEMETERY**

Authorized signature  **[Signature]**  Date  **4/30/03**
ATTACHMENT D – EXISTING POLICIES AND PROCEDURES
For Greenwood Cemetery Management Services RFP

CITY OF BIRMINGHAM
GREENWOOD CEMETERY OPERATIONAL PROCEDURES,
CONDITIONS AND REGULATIONS

DEFINITIONS:

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

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

CONDUCT OF PERSONS

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

No person shall:

a. Enter the cemetery except through an established gate, and only during the hours from 8:00 A.M. to sundown.
b. Deposit or leave rubbish and debris on any part of the cemetery grounds.
c. Pick, mutilate, remove, or destroy any living plants or parts thereof, whether wild or domestic, on the cemetery grounds, except in the work of maintenance by City employees.
d. Break, injure, remove, or deface any monument or marker on the cemetery grounds.
e. Bring any dog or animal into the cemetery grounds, except by permission of the Superintendent.

f. Bring or discharge any firearm on the cemetery grounds, except in the conduct of military funerals.

g. Carry any refreshments or intoxicants into the cemetery grounds, or consume such while in the cemetery.

h. Use any form of advertising on cemetery grounds.

i. Conduct her/himself in any other than a quiet and respectful manner while on the cemetery grounds.

TRAFFIC REGULATIONS

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

No person shall:

a. Drive a vehicle within the cemetery at a speed in excess of ten (10) miles per hour.

b. Drive or park a vehicle on other than established driveways except for the purpose of maintenance or construction.

c. Turn a vehicle around within the cemetery except by following established driveways.

d. Use a cemetery driveway as a public thoroughfare.

MAINTENANCE AND PERPETUAL CARE

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

The City shall not be responsible for any special care of any particular section, lot or burial space or for the maintenance or repair of any monument, marker or planting placed by the owner. The City shall not contract or agree to give special care to any section, lot or burial space except as above provided.

MONUMENTS, GRAVE MARKERS AND FOUNDATIONS FOR SAME

Monuments will be permitted only on lots having 90 or more square feet of area under one ownership. No more than one monument shall be erected on any lot.

The erection of all monuments and markers shall be subject to the following conditions:
a. Each monument or marker shall be supported on a concrete foundation not smaller than the base of the monument or marker it supports and not less than forty-two (42) inches deep below the ground surface. Such foundation shall be constructed only by the City after payment therefore has been made. Foundations will be poured April to November, weather dependent, as determined by the Superintendent. Requests received after November 1st will be held until conditions allow for installation.

b. Markers shall not exceed 1 ½ feet in height and shall have a minimum horizontal dimension at the base of not less than half of the height. All markers shall be in one piece, and shall be dressed on the bottom at right angles to the vertical axis. These measurements do not apply to government issue markers.

c. Designs for monuments or markers must be submitted to the Superintendent or to a person designated by him to act in his stead, when application is made for construction of foundations.

d. No monument or marker of artificial stone, sandstone, limestone, or soapstone will be permitted.

f. All contractors and workmen engaged in setting monuments shall be under the supervision of the Superintendent or a person designated by him, and they will be held responsible for any damage resulting from their negligence or carelessness. No work of setting monuments or markers shall be started that cannot be completed by the end of the day following the start of such work.

**FLUSH MEMORIAL SECTION - F-NORTH ONLY**

a. No, structures shall be placed or constructed by anyone other than employees of the Department of Public Services in the area of Greenwood Cemetery designated as the “Flush Memorial Section”.

b. Bronze or granite markers only, set flush with the turf, will be permitted in this section. No structures which would extend above the ground level shall be permitted.

**FUNERALS AND INTERMENTS**

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

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

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

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

In all full burial interments, the casket shall be enclosed in a permanent outside container and shall be installed by the funeral director or vault company.
In all interments of cremated remains, the container shall be installed by the funeral director or vault company. The size of the container must be submitted with the request for burial.

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

The Department must be notified through the City Clerk, of the time and exact location of proposed interments in time to allow not less than ten (10) hours of daylight to prepare the grave. If notification occurs less than 10 hours of daylight prior to burial, overtime charges will apply.

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

When it is necessary to prepare for an interment or disinterment (location, opening and/or closing), an overtime charge will apply. This fee is in addition to the normal interment or disinterment fee charged during regular working hours.

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

Only one (1) interment in any one grave space shall be permitted, except in the case of a parent and infant child, two (2) children dying at about the same time, or in such other unusual cases as it shall seem to the Superintendent to be proper under the circumstances. Up to two cremated remains may be placed in the same space if the owner of the grave space or his heirs purchase the right to such inurnments. Should the owner permit the burial of such cremated remains, only one additional memorial shall be permitted on the grave space and such memorial shall not be larger than 24 x 12 x 4 inches and installed at lawn level. Up to three (3) cremated remains (only) may be placed on a single grave space.

**DISINTERMENT**

Disinterment of a full burial shall not be made without first obtaining a permit for the removal from the local health officer of Oakland County. Such request for removal is to be made upon such forms as may be provided, and shall include such information as may be required, by the local health officer.
SCHEDULE OF FEES AND CHARGES

Fees and other charges are as set forth in the City Code.

Adopted by the Birmingham City Commission October 18, 1971 Resolution No. 1434-71.

REVISION
Adopted by the Birmingham City Commission February 13, 1984 Resolution No. 02-97-84.

Adopted by the Birmingham City Commission February 23, 2009 Resolution No. 02-52-09.

Adopted by the Birmingham City Commission December 17, 2012 Resolution No. 12-356-12

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

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

a. Corners of all lots will be marked by the City with permanent markers set flush with the ground surface, and these shall not be disturbed.

b. The erection of any fence, railing, wall, coping, curbing, trellis, or embankment, or the planting of any hedge, on any lot or grave is prohibited. No cutting of paths shall be permitted.

c. The City shall have the right to remove from any lot any objects, including trees and shrubs and flower pots, that, in the opinion of the Superintendent are injurious to the appearance of the cemetery.

d. Ironwork, seats, vases, and urns shall be allowed on lots, providing that the same shall be kept in good repair and well painted. If not kept in good repair and painted, the Superintendent shall have power and authority to remove same from cemetery, and shall not be liable for any such removal.

e. Urns of iron or granite for the planting of flowers will be removed from lots and put in storage if not filled by July 1st. Urns so removed will be sold for cartage and storage charges, or destroyed, if not claimed within a period of one year.

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

g. The planting of flowers on any lot, or otherwise disturbing the sod, shall release the City from all obligation to resod without extra charge therefore. The planting of spirea, rose bushes, peonies, or shrubs that grow over three feet in height, will not be permitted.

h. As soon as flowers, floral pieces, potted plants, artificial flowers, flags, emblems, etc., used at funerals or placed on grave at other times, become unsightly or faded, they will be removed, and no responsibility for their protection will be assumed.

i. The Superintendent reserves the right to remove from beds, graves, vases, urns, or other containers, all flowers, potted plants, or other decorations, that are set out and then not kept properly watered, trimmed and free from weeds, and to do so as soon as they become objectionable.
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<thead>
<tr>
<th>I. FACTUAL INFORMATION</th>
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<td>IV. LONG-TERM FINANCIAL PLAN</td>
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</tr>
</tbody>
</table>

**APPENDIX**

A. RULES AND REGULATIONS

B. MAP OF THE CEMETERY, Fee Schedule, Revenue History

C. GLOSSARY OF TERMS

D. CONSULTANT’S CREDENTIALS
I. FACTUAL INFORMATION

Historic Greenwood Cemetery was established in 1821 on donated land. The cemetery was managed by a non-profit organization until 1946 when the City of Birmingham assumed responsibility for the care and preservation of the community amenity.

Located on Oak Boulevard, near Woodward Avenue, the cemetery is very near the City center. The site is modest in scale, yet has a charm. The north edge of the site is a treed ravine. The frontage on Oak is fenced with the wrought iron fence in good repair.

The roads are appropriately narrow and, although they are paved, some road repairs are needed. All sections but one are monumented with several very distinguished memorials and sculptures.

The records are in good order and are maintained by the City Clerk. The Birmingham Historical Society has painstakingly located burials, lot by lot, throughout the site. The Public Services Department provides for the burials. Just over a year ago, the lawn care and trimming was outsourced.

A map of the cemetery with its sections denoted is included in Appendix B to this report. This appendix also contains the revenue history over the past three (3) fiscal years and the current fee schedule.

The fee schedule is a bit misleading as the schedule lists fees for burial rights, however, there are no spaces available for sale in the cemetery currently. Numerous residents have placed their names on a waiting list with the City Clerk should spaces become available.

For some time, a study to possibly reclaim unused spaces has been ongoing. To date, no space reclamations have occurred. With no spaces to sell, the cemetery revenues are modest from service fees.

The expenses are also reasonably contained with the outsourced lawn care contract and labor and supplies from the Department. The lawn care cost is $18,000. The labor costs to the Department were under $12,000 in the last fiscal year. The City Clerk’s office provides the administration, however, does not allocate costs to the cemetery.

Currently, the cemetery has no perpetual care fund or endowment to provide income for current or future care. There is a parcel contiguous with the cemetery on Oak Boulevard which may be a mechanism to provide some additional burial space for Greenwood. Additionally, there is a parcel adjacent to the northwest corner of the cemetery as well. Both parcels are currently for sale.
II. REVENUE ENHANCEMENTS

Currently, the City operates the cemetery with little offsetting revenue within the overall Public Service Department’s and City Clerk’s office budgets. Revenues in the last fiscal year were less than $7,500. The fee schedule can be revised to reflect market area prices. This, coupled with a policy change on the interment of cremated remains on existing family lots, can add to the revenues.

The rules today do not allow for the interment of cremated remains in a grave where a full-casketed burial has been previously placed. An approach would be to allow the heirs to a grave or lot in Greenwood to purchase additional rights of burial for cremated remains. The family could purchase the right for up to two interments of cremated remains on a grave containing a casketed burial. The space would be limited to the placement of only one additional marker. All such markers would be 24” x 12” x 4” and installed at lawn level.

The current fee schedule reflects this approach if there were spaces to purchase. A space for one cremated remains is $1,000. A space for two cremated remains is $2,000. A space for a casketed burial and up to three cremated remains is $3,000.

This structure can be recast as follows:

**PROPOSED FEE SCHEDULE**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Size Grave Space</td>
<td>$3,000</td>
</tr>
<tr>
<td>Additional Rights of Burial for Cremated Remains, Each</td>
<td>$750</td>
</tr>
<tr>
<td>Interment Fee</td>
<td>$1,000</td>
</tr>
<tr>
<td>Before 3:00PM Weekdays</td>
<td></td>
</tr>
<tr>
<td>Before 2:00PM Saturdays</td>
<td></td>
</tr>
<tr>
<td>No Services on Sundays or Holidays</td>
<td></td>
</tr>
<tr>
<td>Interment of Cremated Remains</td>
<td>$750</td>
</tr>
<tr>
<td>Memorial Installations</td>
<td>$250</td>
</tr>
<tr>
<td>Foundations</td>
<td>$125 per linear ft</td>
</tr>
<tr>
<td>Ownership Transfer Fee</td>
<td>$150</td>
</tr>
</tbody>
</table>

This fee structure eliminates overtime on Saturdays. The foundation/installation costs are simplified from a ‘per square inch’ calculation. The service fees are increased to reflect market rates while recognizing the service is not precisely comparable for burial services.
Currently, the City staff excavates the burial space. However, when a full-casketed burial occurs, the family pays a fee through the funeral home to set and seal the vault and for the funeral committal tent if one is selected. The current fees are:

Set and Seal - $240  
Saturday - $355  
Set, Seal, Equipment - $310  
Saturday - $430

The family wishing to inter cremated remains in a family lot would pay for the right of burial and $750 for the interment service. If this occurred ten times per year, this would add $15,000 to the annual revenues.

The current service fees at $600 for a casketed burial and $150 for the interment of cremated remains are well below what area cemeteries are charging. The following charts reflect some area fees for spaces, service fees and second rights of burial.

<table>
<thead>
<tr>
<th>CEMETERY</th>
<th>FULL CASKETED GRAVES</th>
<th>SECOND RIGHT OF INTERMENT</th>
<th>CORPORATE STRUCTURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michigan Memorial Park</td>
<td>$1,500 - $2,900</td>
<td>$695*</td>
<td>For-Profit</td>
</tr>
<tr>
<td>Oakland Hills</td>
<td>$1595 or $1895 or $2295</td>
<td>½ grave price, i.e. $800-$1150</td>
<td>For-Profit</td>
</tr>
<tr>
<td>Cadillac Memorial Gardens East</td>
<td>$1,300 - $2,200</td>
<td>½ grave price, i.e. $650-$1,100</td>
<td>For-Profit</td>
</tr>
<tr>
<td>Diocese of Saginaw</td>
<td>$1,100+</td>
<td>$550</td>
<td>Religious</td>
</tr>
<tr>
<td>Diocese of Lansing</td>
<td>$750</td>
<td>$300</td>
<td>Religious</td>
</tr>
<tr>
<td>Diocese of Grand Rapids</td>
<td>$775 - $875</td>
<td>$440</td>
<td>Religious</td>
</tr>
<tr>
<td>Glen Eden Memorial Park</td>
<td>$750 - $1,450</td>
<td>No Charge</td>
<td>Religious</td>
</tr>
<tr>
<td>City of Lansing</td>
<td>$800 Res/$1,200 Non-Resident</td>
<td>No Charge</td>
<td>Municipal</td>
</tr>
<tr>
<td>City of Grand Rapids</td>
<td>$500 - $800</td>
<td>$200</td>
<td>Municipal</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARCHDIOCESAN CEMETERIES</th>
<th>Casketed</th>
<th>Cremated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Holy Sepulchre</td>
<td>$1,225</td>
<td>$500</td>
</tr>
<tr>
<td>Our Lady of Hope</td>
<td>$1,225</td>
<td>$500</td>
</tr>
<tr>
<td>Mount Carmel</td>
<td>$1,550</td>
<td>--</td>
</tr>
<tr>
<td>St. Joseph's</td>
<td>$1,225</td>
<td>--</td>
</tr>
</tbody>
</table>

*If you add a second cremation (i.e., a third person), it’s $695 plus the o/c at $445; if you purchase a marker for that third person, you get a $495 credit.
<table>
<thead>
<tr>
<th>CEMETERY</th>
<th>OPEN/CLOSE CASKETED BURIAL</th>
<th>OPEN/CLOSE CREMATION BURIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michigan Memorial Park</td>
<td>$1,070</td>
<td>$445</td>
</tr>
<tr>
<td>Oakland Hills</td>
<td>$1,295</td>
<td>$695</td>
</tr>
<tr>
<td>Cadillac Memorial Gardens East</td>
<td>$1,295</td>
<td>$695</td>
</tr>
<tr>
<td>Diocese of Saginaw</td>
<td>$ 825</td>
<td>$450</td>
</tr>
<tr>
<td>Diocese of Lansing</td>
<td>$ 800</td>
<td>$400 (add $100 for 2 at same time)</td>
</tr>
<tr>
<td>Diocese of Grand Rapids</td>
<td>$1,080</td>
<td>$540</td>
</tr>
<tr>
<td>Glen Eden Memorial Park</td>
<td>$1,195</td>
<td>$595</td>
</tr>
<tr>
<td>City of Lansing</td>
<td>$ 750</td>
<td>$350</td>
</tr>
<tr>
<td>City of Grand Rapids</td>
<td>$1,300</td>
<td>$685</td>
</tr>
<tr>
<td>ARCHDIOCESAN CEMETERIES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Holy Sepulchre</td>
<td>$1,395</td>
<td>$690</td>
</tr>
<tr>
<td>Our Lady of Hope</td>
<td>$1,395</td>
<td>$690</td>
</tr>
<tr>
<td>Mount Carmel</td>
<td>$1,000</td>
<td>$500</td>
</tr>
<tr>
<td>St. Joseph’s</td>
<td>$1,000</td>
<td>$500</td>
</tr>
</tbody>
</table>

There appears to be one area where the City may be able to develop additional burial space. In our opinion, the cemetery should not be expanded into the adjacent vacant lots. The lot to the northwest of the cemetery would not be accessible from the cemetery due to the presence of burials along the entire edge of the cemetery. The lot on Oak is accessible, however, it would be an awkward area to utilize. Additionally, it may be costly to acquire, properly fence, lay out and landscape. This needs to be fully explored as a specific study.

However, there is an area within the existing cemetery that appears to present an opportunity. The diagonal road between Sections K and L could be removed and this property can be utilized for burial purposes. The site is approximately 20 x 200 feet. This area could be designed to accommodate a mixed use of in-ground, casketed burials and in-ground interment and aboveground inurnment of cremated remains.

Within the area, once the existing road is removed, we believe a design can be implemented to provide for columbarium development of 288 niche spaces and 80 casketed burial spaces.

The casketed burial spaces can be developed using pre-installed vaults (called lawn crypts). This will maximize the land use and reduce labor costs when burials are provided. The pre-installed lawn crypts could be double depth, which would double the burial capacity.

The niche development would be for three (3) 96-niche, freestanding units. These can be installed one at a time or all three can be built as one phase.

Based upon recent projects in the greater Detroit area, we believe this development could be built with landscaping and design fees for $250,000 to
$300,000. The proceeds from the sale of these options for burial could be as follows, depending upon policies and fee discussions.

**Suggested Fees for Model**

- Single Burial Right, Lawn Crypt
  - 24" x 12" x 6" Bevel Granite Memorial $6,000
- Niche Space – Up to Two (2) Cremated Remains
  - 12" x 12" x 9" $2,500
- Engraving Fee (Niche or Marker) $300

**Proceeds from Sales**

- 80 Lawn Crypts at $6,000 Each $480,000
- 288 Niche Spaces at $2,500 Each $720,000

Total $1,200,000

Construction cost (Estimated) ($300,000)

Gross Income $900,000

This gross income could be used to capitalize the endowment trust.

In addition to this development, additional residents could be served by identifying areas on the grounds where 3 foot by 3 foot sites could be laid out to accommodate the burial of up to two (2) cremated remains and one memorial. These spaces could be priced at $1,500 plus the service fees and memorial.

Further, over time, plans can be developed to utilize the small parcels now occupied by the small garage and the curb cut entry point to the lawn level garden area.

The lot on Oak, contiguous with the cemetery, is for sale. The lot is 70 feet, east to west and 200 feet deep adjacent to the cemetery fence. The asking price is substantial at $500,000. This site could be developed. To secure approvals, the area at the east of the parcel would likely have a significant landscape setback.

If the setback were 20 feet in width, this would allow for a maximum of five rows of grave spaces. If the rows of grave spaces were 150 feet long, the likelihood is that 250 pre-installed lawn crypts could be placed on this site. The memorials could be at lawn level to further mitigate the impact on the neighbor.
The fence would need to be extended on Oak in wrought iron and chainlink fence placed or relocated within the landscape buffer. With 250 spaces, the land cost alone would be $2,000 per space. The development and landscape would add to this total cost.

WAITING LIST SURVEY RESULTS

Question 1. Based upon City of Birmingham records, you have expressed interest in obtaining one or more burial plots within Greenwood Cemetery and have been placed on a “grave interest list”. Do you remain interested in obtaining burial rights within Greenwood Cemetery?

Number of Respondents:  
YES – 50  93%  
NO – 4  7%

Question 2. I intend to have Full Burial or Cremation?

Number of Respondents:  
FULL BURIAL – 25.5  54%  
CREMATION – 21.5  46%

Question 3. If you are selecting cremation as a step in the memorial process, (a) Do you have a preference for Ground Burial of the cremated remains, a Niche Space above ground in a columbarium or Other?

Number of Respondents:  
GROUND BURIAL – 23  74%  
NICHE SPACE – 7  23%  
OTHER – 1  3%

(b) Greenwood Cemetery policy currently allows the interment of one (1) full burial or three (3) cremated remains in each burial plot (except in some cases involving children). Other cemeteries allow the interment of cremated remains above full burials in the same burial plot. Would you be interested in such an option if it was allowed at Greenwood Cemetery?

Number of Respondents:  
YES – 29  73%  
NO – 11  28%

Question 4. (a) If you prefer full burial, what would be your preference for a memorial?

Number of Respondents:

<table>
<thead>
<tr>
<th>Preference</th>
<th>Number</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAWN LEVEL MARKER</td>
<td>9</td>
<td>26%</td>
</tr>
<tr>
<td>UPRIGHT INDIVIDUAL MARKER</td>
<td>15.5</td>
<td>44%</td>
</tr>
<tr>
<td>MONUMENT FOR MULTIPLE INTERMENTS</td>
<td>10.5</td>
<td>30%</td>
</tr>
</tbody>
</table>

(b) Would you be interested in one or more burial plots with pre-installed double depth burial vaults that allow two full burials in each burial plot?

Number of Respondents:

<table>
<thead>
<tr>
<th>Preference</th>
<th>Number</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>25</td>
<td>61%</td>
</tr>
<tr>
<td>NO</td>
<td>16</td>
<td>39%</td>
</tr>
</tbody>
</table>
III. POLICY RECOMMENDATIONS

The initial policy question is—Is it best for the City and the residents to offer new burial options or is it best to allow the cemetery to become entirely dormant and be well maintained over time? The cost for lawn care and other basic maintenance of the parcel are known and relatively modest.

These costs could be covered if the City determined it made sense to utilize General Fund money to establish an endowment for the cemetery to protect taxpayers going forward. The costs today, annually, are $30,000±. A fund of $720,000 with a 4% return would cover these costs.

We recommend that the cemetery continue to be active and that those areas within the cemetery that can be utilized for burial purposes be so utilized. The burial rights, with proper market pricing, can produce significant returns. Additionally, it is clear from the survey and waiting list that a good number of area residents concur.

The combination of the policy modification to allow additional rights of burial on existing graves, market fee schedules and a development through a road closure can largely meet the current public demand.

The current rules and regulations as modified last in 2009 can be amended on Page Six as follows:

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

The option for reclamation of burial spaces should be pursued to the point where the results could be quantified to reach a final determination if such an effort should go forward. This requires a separate analysis which should be completed as part of the decision whether to activate the cemetery again or to continue towards a 'maintenance-only' status.

Should the development of new inventory proceed, the City may wish to restrict sales to City residents in the initial 12-month period to meet current demand by City residents first.
IV. LONG-TERM FINANCIAL PLAN

The long-term financial goal could be the establishment of the Greenwood Cemetery Endowment Trust. The purpose of the trust would be to provide sufficient income to provide for the proper care and preservation of Greenwood Cemetery in perpetuity.

The trust could be managed by an institution able to prudently invest the assets of the trust to provide such income and to grow the principal to provide higher levels of income over time. The third party trustee would contract with the City.

Today, the basic care and preservation of the cemetery costs the City $30,000± annually. Funds will also be needed periodically to maintain the fence, roads and trees. Additionally, the $30,000 figure does not include costs incurred at the City Clerk’s office or insurance or overhead for financial record keeping, payroll and the like.

The trust could utilize a Total Return Investment approach and anticipate paying to the cemetery 4% of principal annually. If this were the policy, to provide $30,000 of income would require principal of $720,000. A reasonable goal for the Endowment Trust to be fully funded would be $1,000,000 of principal.

The principal can come from the City as a one-time contribution to, in time, eliminate this ongoing cost to taxpayers. Further, a percentage of the sale of new burial rights can be placed in the trust.

As the City considers the expansion of Greenwood Cemetery in a ten- (10) year effort to create a sustaining endowment fund, it may be advisable to partially or totally outsource this program. If this plan is adopted, can the Public Services Department support greater levels of burial activity? Who will provide the sales and marketing support, greater levels of accounting and record keeping activity? The answers to these questions need to be fully understood to allow the program to move forward and succeed.

As a part of this process, we suggest a Request for Proposals be posted for a cemetery management proposal. The RFP can define the concept in terms which can best achieve the City’s short-term and intermediate-term goals to enable a sustainable long-term solution.

The Goals

- Provide cemetery space to City residents within the historic Greenwood Cemetery.
- Establish an endowment trust to sustain Greenwood in perpetuity.
• Implement the plan to place $1,000,000 in such a trust over not more than ten (10) years.

• Maintain the grounds to the same high standards.

• Eliminate the need for taxpayer subsidy of Greenwood.

• Reduce burden of the cemetery on the City Clerk’s office and the Department of Public Services.

The Elements of a Possible Agreement

• A qualified company to manage all aspects of the cemetery

• An approved fee schedule

• An approved plan for the addition of in-ground burial spaces, in-ground cremation burial spaces, policy change on second right of interment for cremated remains, columbarium development

• An agreement which rewards the contractor’s performance and covers its costs reasonably while directing funds to the Greenwood Cemetery Endowment Fund

• Possibly seed the fund with a contribution from the City General Funds as proposed in the prior section

The Conceptual Agreement

• The contractor has control of all aspects of the cemetery’s management and operations with periodic reports to the City.

• The City retains title to the property and controls the Greenwood Cemetery Endowment Trust through a third party trustee.

• The income from the trust, at a rate of 4.0% of principal on the 1st of July in the current year, will be paid quarterly to the contractor, utilizing a total return investment approach.

• The contractor is responsible for all operating expenses.

• The contractor receives and retains 100% of service fees for interments, second right of burial fees, installation and foundation fees.

• The contractor will manage the accounting and physical record keeping and provide all customer services.
- The contractor may offer floral and landscape services as well as offer memorials to the grave and lot holders.

- The contractor sells the burial rights in the new lawn crypt, urn garden, columbarium area. The proceeds from such sales will be divided as follows:
  - 50% to the Greenwood Cemetery Endowment Trust
  - 30% to contractor
  - 20% to City as a capital cost recovery

- Any additional development plans or ideas will be subject to City review and approvals as required.

- The contractor may study the acquisition and use for cemetery purposes of the lot on Oak that is contiguous to the cemetery property.

- Include a mutually agreeable provision on reporting, termination and the like, as are customary to such an agreement.

The responses to the RFP can be factored into the planning decision-making.
ATTACHMENT D - EXISTING POLICIES & PROCEDURES
For Professional Cemetery Management Consultant Services

CITY OF BIRMINGHAM
GREENWOOD CEMETERY OPERATIONAL PROCEDURES,
CONDITIONS AND REGULATIONS

DEFINITIONS:

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

a. “Cemetery” shall mean Greenwood Cemetery.

b. “Superintendent” shall mean the City Manager or his designee.

c. “Marker” shall mean a stone or object denoting the location of a grave and which does not exceed eighteen (18) inches in height, sixteen (16) inches in width, and twenty-four (24) inches in length.

d. “Monument” shall denote a memorial stone or object of a size in excess of that of a marker.

e. “Permanent outside container” shall be a container which encloses a casket. The following are considered permanent outside containers: concrete boxes, concrete, copper or steel burial vaults.

f. “Department” shall mean the Department of Public Services.

CONDUCT OF PERSONS

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

No person shall:

a. Enter the cemetery except through an established gate, and only during the hours from 8:00 A.M. to sundown.

b. Deposit or leave rubbish and debris on any part of the cemetery grounds.
c. Pick, mutilate, remove, or destroy any living plants or parts thereof, whether wild or domestic, on the cemetery grounds, except in the work of maintenance by City employees.

d. Break, injure, remove, or deface any monument or marker on the cemetery grounds.

e. Bring any dog or animal into the cemetery grounds, except by permission of the Superintendent.

f. Bring or discharge any firearm on the cemetery grounds, except in the conduct of military funerals.

g. Carry any refreshments or intoxicants into the cemetery grounds, or consume such while in the cemetery.

h. Use any form of advertising on cemetery grounds.

i. Conduct her/himself in any other than a quiet and respectful manner while on the cemetery grounds.

TRAFFIC REGULATIONS

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

No person shall:

a. Drive a vehicle within the cemetery at a speed in excess of ten (10) miles per hour.

b. Drive or park a vehicle on other than established driveways except for the purpose of maintenance or construction.

c. Turn a vehicle around within the cemetery except by following established driveways.

d. Use a cemetery driveway as a public thoroughfare.

MAINTENANCE AND PERPETUAL CARE

The City shall be responsible for the maintenance and repair of the driveways, buildings, water system and fences. The City shall also cut and maintain the grass areas, rake the leaves, trim and remove trees and shrubs, apply fertilizer as necessary, and in general maintain the cemetery as a place of natural beauty devoted to the burial of the dead.
The City shall not be responsible for any special care of any particular section, lot or burial space or for the maintenance or repair of any monument, marker or planting placed by the owner. The City shall not contract or agree to give special care to any section, lot or burial space except as above provided.

MONUMENTS, GRAVE MARKERS AND FOUNDATIONS FOR SAME

Monuments will be permitted only on lots having 90 or more square feet of area under one ownership. No more than one monument shall be erected on any lot.

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

a. Each monument or marker shall be supported on a concrete foundation not smaller than the base of the monument or marker it supports and not less than forty-two (42) inches deep below the ground surface. Such foundation shall be constructed only by the City after payment therefore has been made. Foundations will be poured April to November, weather dependent, as determined by the Superintendent. Requests received after November 1st will be held until conditions allow for installation.

b. Markers shall not exceed 1 1/2 feet in height and shall have a minimum horizontal dimension at the base of not less than half of the height. All markers shall be in one piece, and shall be dressed on the bottom at right angles to the vertical axis. These measurements do not apply to government issue markers.

c. Designs for monuments or markers must be submitted to the Superintendent or to a person designated by him to act in his stead, when application is made for construction of foundations.

d. No monument or marker of artificial stone, sandstone, limestone, or soapstone will be permitted.

f. All contractors and workmen engaged in setting monuments shall be under the supervision of the Superintendent or a person designated by him, and they will be held responsible for any damage resulting from their negligence or carelessness. No work of setting monuments or markers shall be started that cannot be completed by the end of the day following the start of such work.

FLUSH MEMORIAL SECTION - F-NORTH ONLY

a. No, structures shall be placed or constructed by anyone other than employees of the Department of Public Services in the area of Greenwood Cemetery designated as the “Flush Memorial Section”.
b. Bronze or granite markers only, set flush with the turf, will be permitted in this section. No structures which would extend above the ground level shall be permitted.

FUNERALS AND INTERMENTS

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

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

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

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

In all full burial interments, the casket shall be enclosed in a permanent outside container and shall be installed by the funeral director or vault company.

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

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

The Department must be notified through the City Clerk, of the time and exact location of proposed interments in time to allow not less than ten (10) hours of daylight to prepare the grave. If notification occurs less than 10 hours of daylight prior to burial, overtime charges will apply.

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

When it is necessary to prepare for an interment or disinterment (location, opening and/or closing), an overtime charge will apply. This fee is in addition to the normal interment or disinterment fee charged during regular working hours.

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

Only one (1) interment in any one grave space shall be permitted, except in the case of a parent and infant child, two (2) children dying at about the same time, or in such other unusual cases as it shall seem to the Superintendent to be proper under the circumstances. Up to three (3) cremated remains (only) may be placed on a single grave space.

**DISINTERMENT**

Disinterment of a full burial shall not be made without first obtaining a permit for the removal from the local health officer of Oakland County. Such request for removal is to be made upon such forms as may be provided, and shall include such information as may be required, by the local health officer.

**SCHEDULE OF FEES AND CHARGES**

Fees and other charges are as set forth in the City Code.

Adopted by the Birmingham City Commission October 18, 1971 Resolution No. 1434-71.

**REVISION**

Adopted by the Birmingham City Commission February 13, 1984 Resolution No. 02-97-84.

Adopted by the Birmingham City Commission February 23, 2009 Resolution No. 02-52-09.

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

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

a. Corners of all lots will be marked by the City with permanent markers set flush with the ground surface, and these shall not be disturbed.

b. The erection of any fence, railing, wall, coping, curbing, trellis, or embankment, or the planting of any hedge, on any lot or grave is prohibited. No cutting of paths shall be permitted.

c. The City shall have the right to remove from any lot any objects, including trees and shrubs and flower pots, that, in the opinion of the Superintendent are injurious to the appearance of the cemetery.

d. Ironwork, seats, vases, and urns shall be allowed on lots, providing that the same shall be kept in good repair and well painted. If not kept in good repair and painted, the Superintendent shall have power and authority to remove same from cemetery, and shall not be liable for any such removal.

e. Urns of iron or granite for the planting of flowers will be removed from lots and put in storage if not filled by July 1st. Urns so removed will be sold for cartage and storage charges, or destroyed, if not claimed within a period of one year.

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

g. The planting of flowers on any lot, or otherwise disturbing the sod, shall release the City from all obligation to resod without extra charge therefore. The planting of spirea, rose bushes, peonies, or shrubs that grow over three feet in height, will not be permitted.

h. As soon as flowers, floral pieces, potted plants, artificial flowers, flags, emblems, etc., used at funerals or placed on grave at other times, become unsightly or faded, they will be removed, and no responsibility for their protection will be assumed.

i. The Superintendent reserves the right to remove from beds, graves, vases, urns, or other containers, all flowers, potted plants, or other decorations, that are set out and then not kept properly watered, trimmed and free from weeds, and to do so as soon as they become objectionable.
GREENWOOD CEMETERY
BIRMINGHAM, MICHIGAN

APPENDIX B

MAP OF THE CEMETERY, FEE SCHEDULE, REVENUE HISTORY
**Greenwood Cemetery (126-26)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grave space accommodating one full burial or three cremations</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Grave space accommodating up to two cremations</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Grave space accommodating one cremation</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Administrative fee for transfer of grave ownership</td>
<td>$ 50.00</td>
</tr>
<tr>
<td>Interment and disinterment fees:</td>
<td></td>
</tr>
<tr>
<td>Cremation</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>Full Burial</td>
<td>$ 600.00</td>
</tr>
<tr>
<td>Foundation charges for markers &amp; monuments:</td>
<td></td>
</tr>
<tr>
<td>12” x 24” or less</td>
<td>$ 200.00</td>
</tr>
<tr>
<td>Larger than 12” x 24” additional per square inch</td>
<td>$ 0.70</td>
</tr>
<tr>
<td>Special Installation</td>
<td>$ 400.00</td>
</tr>
<tr>
<td>Marker or monument resets:</td>
<td></td>
</tr>
<tr>
<td>Foundation installation charge as per above schedule, plus an hourly charge for removal of old foundation</td>
<td></td>
</tr>
<tr>
<td>Weekend, holiday, and overtime interments. This fee in addition to the normal interment fee charged during regular working hours.</td>
<td>$ 200.00</td>
</tr>
</tbody>
</table>
101-000.000-626.0001 – Foundation
101-000.000-626.0002 – Opening
101-000.000-674.0002 – Sale of Lots & Deed Transfer Fee

<table>
<thead>
<tr>
<th>Foundations</th>
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<tr>
<td>10-11</td>
<td>$3,158</td>
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<td>11-12</td>
<td>$2,185</td>
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<tr>
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<table>
<thead>
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<tr>
<td>10-11</td>
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<td>11-12</td>
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<tr>
<td>12-13</td>
<td>$750</td>
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<table>
<thead>
<tr>
<th>Sale/Transfer</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>10-11</td>
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</tr>
<tr>
<td>11-12</td>
<td>$350</td>
</tr>
<tr>
<td>12-13</td>
<td>$0</td>
</tr>
</tbody>
</table>

8/15/12
GLOSSARY OF TERMS

**Burial** is the disposition of human remains, traditionally, below ground.

**Care** is the general maintenance of the Cemetery and of the lots, graves, crypts and niches therein within the sole discretion of the Cemetery; including cutting a trimming of lawn, keeping in repair the drains, water lines, roads, building, fences and other structures, in keeping with a well-maintained cemetery; also, overhead expense necessary for such purposes, including maintenance of machinery, tools and equipment for such care; compensation of employees, payment of insurance premiums, reasonable payments for employees’ benefit plans and maintaining necessary records of ownership, transfers and burials.

**Casket** or coffin is a rigid container designed for the encasement of human remains and customarily constructed of wood or metal, ornamented and lined with fabric.

**Cemetery** is the Cemetery Corporation in its entirety.

**Certificate of Ownership** (Interment Rights) or Deed for Interment Rights is the document by which the Cemetery conveys a right of interment, entombment or inurnment in an Interment Space.

**Columbarium** is an arrangement of niches that may include an entire building, a room, a series of special indoor alcoves, a bank along a corridor or part of an outdoor garden setting. (Plural of columbarium --columbaria)

**Community Mausoleum** is a structure, above ground, containing niches and crypts used or intended for use by members of the general public.

**Community Niche** is a common area where several cremation containers may be placed.

**Companion or Double Lawn Crypts** is an Interment Space in the Cemetery that contains a pre-constructed, pre-buried vault capable of holding two or more caskets.

**Companion Lawn Niche** is a space in an urn garden designed to accommodate two cremated remains.
Companion Lawn Urn is a receptacle into which two cremated remains may be placed made of bronze, bronze plate, durable plastic or a combination thereof.

Companion Mausoleum Crypt is a space in a mausoleum capable of holding two caskets.

Companion Columbarium Niche is a space in a Columbarium designed to accommodate the cremated remains of two persons.

Contractor is any person, firm or corporation or anyone engaged in placing, erecting or repairing any memorial or performing any work in the Cemetery’s grounds, other than an employee of the Cemetery.

Cremated Remains is what remains after the cremation process is completed.

Cremation Vault is a container for an urn made of concrete, metal, fiberglass or durable plastic.

Crypt is a casket space in a mausoleum used for or intended to be used for the entombment of human remains.

Endowment Care Fund is a fund that contains a portion of the monies collected from the sale of interment spaces and memorial. The net income from this fund is used to defray expenses and maintain the Cemetery.

Entombment is the placement of human remains into a crypt.

Family Mausoleum is a private, aboveground structure containing crypts purchased by one family.

Family Burial Estate is an area of lots restricted to a group of persons related by blood or marriage.

Foundation is the base (granite or concrete) on which a memorial is installed.

Garden is a section of the Cemetery containing Interment Spaces that may be identified by a particular name or number and/or by the type of memorial authorized.
**Given Name** is the first name of an individual.

**Grave** is a space of land in the Cemetery used for or intended to be used for the burial of human remains.

**Individual Memorial** is a memorial for one person.

**Interment** is the burial or entombment of human remains or the inurnment of cremated human remains.

**Interment Space** is a grave, crypt, niche or plot.

**Installation and Maintenance** is the preparation of the earth to place a memorial, the placement of the memorial and the future maintenance of same.

**Lawn Crypt** is an Interment Space in the Cemetery that contains a pre-constructed and pre-buried vault capable of holding a casket.

**Lawn Niche** is an interment space in an urn garden in the Cemetery used for or designated to be used for the burial of cremated remains.

**Lawn Space** is the grave space in the Cemetery used for or designated to be used for the burial of human remains.

**Lawn Urn** is a receptacle designated for burial into which the cremated human remains of one person are placed, usually made of bronze, bronze plate, durable plastic or a combination thereof.

**Lawn Vase** is a receptacle for the placement of flowers on a grave, lawn crypt, lawn niche or memorial.

**Liner** is a container made of concrete, fiberglass or steel with or without a bottom to be used for the burial of a casket.

**Lot** is a grave, crypt or niche.

**Maintenance** is the maintenance of the Cemetery as defined under Care.

**Mausoleum** is a structure, aboveground, for interment of human remains; it may contain a combination of crypts, niches or columbaria.

**Mausoleum Crypt** is a space in a mausoleum capable of holding a casket.
Mausoleum Niche is a space in a mausoleum or columbarium used or designated to be used for inurnment of cremated human remains in an urn.

Mausoleum Vase is a receptacle for the placement of flowers on or a crypt or niche.

Memorial is a monument, tombstone, grave marker or headstone identifying a grave or graves or a nameplate with inscription identifying a crypt or niche.

Memorialization (Cremation) is the placement of cremated remains in an Interment Space or scattering in a Scattering Garden within the cemetery with a marker or cenotaph for nameplates.

Monument is an upright memorial made principally of stone.

Niche is a space in a mausoleum or columbarium used or intended to be used for the inurnment of cremated human remains.

Owner/s is the person or persons to whom the Cemetery has conveyed a burial right or rights or a person or persons who have acquired such rights by transfer in accordance with the rules of the Cemetery or a person or persons who hold such burial right or rights by inheritance.

Plot is two or more adjoining graves, crypts or niches.

Pre-Construction Mausoleum is a mausoleum on which construction has not commenced or is not completed.

Pre-Need is purchasing cemetery property in advance of actual need. The property may be developed or undeveloped.

Scattering Garden is an area of the Cemetery or mausoleum for the scattering of cremated remains in a non-recoverable manner in a common area.

Special Care is the care of a lot in accordance with specific instructions on the basis of any annual charge or to the extent of income derived from a special trust fund created by an Owner.

Surname is a person’s last name.

Temporary marker is a form of identification placed on an Interment Space at the time of burial but not maintained thereafter.
**Urn** is a container used for cremated remains.

**Urn Garden** is an outdoor area in a Cemetery used for or designated to be used for the underground burial of cremated human remains in an urn.

**Vault** is any container or enclosure made of concrete, fiberglass or steel that encloses the casket and is placed in a grave to prevent the collapse of the grave and to protect the casket.
GREENWOOD CEMETERY
BIRMINGHAM, MICHIGAN

APPENDIX D

CONSULTANT’S CREDENTIALS
L. F. SLOANE CONSULTING GROUP, INC.

MANAGEMENT • MARKETING • ADVERTISING • PUBLIC RELATIONS
APPRaisal SERVICES

CONSULTANTS

Serving Religious, Not-For-Profit, Private and
Public Companies Primarily Within the
Cemetery/Funeral Service Industry

40 Folmsbee Drive
Albany, NY  12204
Telephone (518) 463-1736
Facsimile (518) 463-1927
Cell (518) 424-7757

lfsoane@aol.com
Lawrence F. Sloane, the firm’s founder and President, is a fourth generation cemeterian with a unique blend of experience as a practical, everyday cemetery manager, service in the public sector and as a consultant.

A graduate of Syracuse University, Larry served as administrator and sales manager for Oakwood Cemeteries in Syracuse, New York for eleven years. The company included the historic monumented Oakwood, a turn of the century Garden Cemetery, Morningside and a memorial park, White Chapel. The cemeteries also operated nine religious cemeteries for the Jewish Community in Syracuse.

During this same period, Larry worked for the New York State Senate. His role was as Director of Operations for first the Senate Committee on Corporations, Authorities and Commissions and later the Senate Committee on Insurance. His work for the Senate spanned seven legislative sessions.

In 1981, Larry established his firm and has served the industry as a management, marketing and public affairs consultant for over two decades. He is the former president of the New York State Association of Cemeteries (NYSAC). He has addressed the NYSAC and The International Cemetery and Funeral Association’s (I.C.F.A.) Spring and Fall conventions on numerous occasions, as well as many state and regional groups.

Larry served as a member of the I.C.F.A. Government and Legal Affairs Committee and as Chairman of the organizations Committee on State Associations and Legislation.

The firm, under Larry’s leadership relocated to Albany, New York from Syracuse in 1984. Committed to this service industry, Larry continues to seek improved and innovative ways to assist his clients in achieving excellence. The growth of the public companies and combination funeral home-cemeteries has resulted in the firm’s increased work with funeral homes as well as cemeteries over the last decade.

NATIONAL ASSOCIATION MEMBERSHIPS
International Cemetery, Cremation and Funeral Association
National Catholic Cemetery Conference
Cremation Association of North America
As members in good standing of these associations, we subscribe to and uphold their respective codes of ethics & good cemetery practices

CAPABILITIES

BUSINESS PLANNING

• Inventory analysis and projections • Pricing and product mix analysis • Columbarium and mausoleum planning and financial models • Cash flow analysis • Personnel needs and compensation • Competition and demographic reports • Overall active life projections • Trust fund development planning and investment vehicles • New cemetery and funeral home planning and financing

SALES & MARKETING

• Sales planning and projections • Marketing strategies • Sales programming and terms of sale • Sales management and memorial advisor recruiting/training • Supervision with continuing training • Total sales contracts where appropriate

ADMINISTRATION & OPERATIONS

• Automation and computerization • Office operations and procedure manuals • Personnel needs and job descriptions • New products and services development • Capital budgeting and equipment reviews • Collection systems, consumer relations • Form development and implementation • Rules and regulations and by-law reviews • Section layout and development • Mapping services • Overall administration and operational reviews

PUBLIC RELATIONS SERVICES

• Strategies concept and implementation • News articles concept and copy • Release placements • Event, conference and meeting planning • Newsletter copy /implementation

CEMETERY & FUNERAL HOME EVALUATIONS / APPRAISALS

• Provide evaluations/appraisals of cemeteries and funeral home businesses in conjunction with corporate financing, estate planning and succession planning • Business brokerage of cemetery and funeral service firms
CURRENT & FORMER CLIENTS

Acacia Park Cemetery,
   North Tonawanda, NY
AccuRecords LLC, Glenmont, NY
Adat Shalom Memorial Park, Livonia, MI
Albany Rural Cemetery, Albany, NY
American Bronze Craft, Judsonia, AR
Archdiocese of Atlanta, GA
Archdiocese of Boston, MA
Archdiocese of Detroit, MI
Archdiocese of San Francisco, CA
Archdiocese of Los Angeles, CA
Archdiocese of Miami, FL
Arlington Cemetery, Philadelphia, PA
Arlington Memorial Park, Milwaukee, WI
Assumption Cemetery, Syracuse, NY
Austin/Alexander Project, Austin, TX
Ave Maria Catholic Church, Parker, CO
Banc of America, Costa Mesa, CA
BancorpSouth Bank, Lewisville, MS
Bank One, Columbus, OH
Battle Creek Memorial Park,
   Battle Creek, MI
Beasley Wilson Allen Main & Crow,
   Montgomery, AL
Bellefontaine Cemetery, St. Louis, MO
Beth El Memorial Park, Livonia, MI
Beth Israel Cemetery, Woodbridge, NJ
Bethel Memorial Park, Pennsauken, NJ
Bogner, David Family Mortuary,
   North Ridgeville, OH
Boyd-Veigel, McKinney, TX
Bradshaw Group, St. Paul, MN
Brandenberg Properties, San Jose, CA
Brookside Cemetery, Watertown, NY
Buchanan Group, Inc., Indianapolis, IN
Bur Valuation Group,
   Farmington Hills, MI
Canajoharie Falls Cemetery,
   Canajoharie, NY
Catholic Management Services,
   Pleasanton, CA
Cedar Hill Cemetery, Newburgh, NY
Cedar Hill Cemetery, Suitland, MD
Cedar Lawn Cemetery, Paterson, NJ
Celebris, Montreal, Quebec, Canada
Cemetery Development Company,
   South Amboy, NJ
Chapel Hill Associates, Grand Rapids, MI
Chapel Hill Cemetery, Freeland, MI
Chapel Hill Funeral Home, Osceola, IN
Chapel Hill Memorial Gardens,
   Lansing, MI
Chapel Hill Memorial Gardens,
   Osceola, IN
Chapman University, Orange, CA
Chestnut Grove Cemetery, Herndon, VA
Cheviot Cemetery, Cheviot, OH
Christian Memorial Gardens,
   Rochester Hills, MI
Christian Memorial Gardens, East Peck, MI
Church at Rocky Peak, Chatsworth, CA
City of Billings, MT
City of Bowie, MD
City of Boca Raton, FL
City of Burleson, TX
City of Coppell, TX
City of Elgin, IL
City of Elmira, NY
City of Grand Prairie, TX
City of Grand Rapids, MI
City of Grand Haven, MI
City of Herdan, VA
City of Jackson, MI
City of Lansing, MI
City of Longview, TX
City of Muskegon, MI
City of New Britain, CT
City of New York, NY
City of Norfolk VA
City of Ocoee, FL
City of Pleasanton, CA
City of Santa Monica, CA
Clinton Grove Cemetery
   Mount Clemens, MI
Cloverdale Memorial Park, Boise, ID
Clover Hill Park Cemetery
   Royal Oak, MI
Cloverleaf Memorial Park,
   Woodbridge, New Jersey
Collins Funeral Home, Scottsburg, IN
Community Church of Joy, Glendale, AZ
Covington Memorial Funeral Home,
   Fort Wayne, IN
Covington Memorial Gardens,
   Fort Wayne, IN
Crown Hill Memorial Park, Utica, NY
Dale Cemetery, Ossining, NY
Dann Pecar Newman & Kleiman, P.C.
Indianapolis, IN
Daniels Chapel of Roses, Santa Rosa, CA
Dansville Cemetery, Kilgore, TX
Deepdale Memorial Gardens,
Lansing, MI
Dennison Cemetery, Kingston, PA
DePree Bickford, Chicago, IL
Detroit Water and Sewer Authority, MI
Diocese of Albany, NY
Diocese of Cleveland, OH
Diocese of Erie, PA
Diocese of Joliet, IL
Diocese of Memphis, TN
Diocese of Norwich, CT
Diocese of Oakland, CA
Diocese of Rockford, IL
Diocese of Sacramento, CA
Diocese of Saginaw, MI
Diocese of San Jose, CA
Diocese of Spokane, Spokane, WA
Diocese of Stockton, Stockton, CA
Donelson, Sewell & Matthews Mortuary,
Hillsboro, OR
Dulaney Valley Memorial Gardens
Timonium, MD

Eastlawn Memory Gardens,
Okemos, MI
EDAW Design Group, Seattle, WA
Elkins Funeral Home, Florence, AL
Elm Lawn Cemetery, Kenmore, NY
Elmwood Cemetery, Detroit, MI
Episcopal Diocese of Long Island,
Garden City, NY
Evergreen Cemetery, Evergreen, IL
Evergreen Cemetery,
Kewanee, IL
Evergreen Services, LLC
Cleveland, TN
Fair Lawn Memorial Cemetery,
Fair Lawn, NY
Fairview Cemetery, Lincoln, NE
Fairmont Cemetery, Newark, NJ
Faith Community Church,
Orange County, CA
Fenton Corporation, Fenton, MI
Ferncliff Cemetery, Hartsdale, NY
First Presbyterian Church, Plymouth, MI
Flanner & Buchanan Funeral Homes
Indianapolis, IN
Flint Memorial Park, Mount Morris, MI
Floral Park Cemetery Association,
Indianapolis, IN
Fluehr Funeral Home, Philadelphia, PA

Flushing Cemetery, Flushing, NY
Forest Home Cemetery, Chicago, IL
Forest Home Cemetery, Milwaukee, WI
Forest Lawn Cemetery, Gresham, OR
Forest Lawn Cemetery, Buffalo, NY
Forest Lawn Cemetery, Macomb, IL
Forest Lawn Memorial Chapel,
Greenwood, IN
Forest Lawn Memory Gardens
Greenwood, IN
Fort Hill Cemetery, East Hampton, NY
Frederick Memorial Gardens,
Gaffney, SC

Garden View Funeral Home, Muncie, IN
Gardens of Gethsemane,
West Roxbury, MA
Gardens of Memory, Muncie, IN
Georgia Marble Company, Kennasaw, GA
Gill Funeral Home, Washington, IN
Ginghamsb erg United Methodist
Church, Tipp City, OH
Glen Eden Memorial Park, Livonia, MI
Goolsby Olson & Proctor, P.C.,
Norman, OK
Graceland Cemetery, Albany, NY
Graceland Cemetery, Chicago, IL
Graceland East Memorial Park,
Simpsonville, SC
Graceland/Fairlawn Cemetery,
Decatur, IL
Grandstaff-Hentgen Funeral Home,
Wabash, IN
Green Cemetery, Glastonbury, CT
Green Lawn Abbey, Columbus, OH
Green Lawn Cemetery,
Columbus, OH
Green-Wood Cemetery, The
Brooklyn, NY
Greenmount Cemetery, York, PA
Greenwood Cemetery, Petoskey, MI
Greenwood Union, Rye, NY

Haley, Purchio, Sakai & Smith,
Hayward, CA
Harleigh Cemetery, Tinton Falls, NJ
Heritage Hills, Springboro, OH
Highland Cemetery, South Bend, IN
Highland Memorial Park, Johnston, RI
Highland Memorial Park, Beloit, OH
Hillside Memorial Park, Akron, OH
Hollywood Memorial Park, Union, NJ
Hollywood Cemetery, Union, NJ
Holy Cross Cemetery, Detroit, MI
Holy Sepulchre Cemetery
Southfield, MI
HMIS Software, Nashua, NH

Iles Funeral Homes, Des Moines, IA

Jackson Group, Boca Raton, FL
Jones, Day, Reavis & Pogue, New York, NY
J. Stuart Todd Architects, Dallas, TX

Kensico Cemetery, Valhalla, NY
Kenwood Convent of the Sacred Heart, Albany, NY
Kingwood Memorial Park, Columbus, OH
Kitchen, Judkins, Simpson & High, Tallahassee, FL

La Casa de Cristo Lutheran Church, Phoenix, AZ
Lake View Cemetery, Canandaigua, NY
Lake View Cemetery, Cleveland, OH
Lake View Cemetery, Lavon, TX
Lakeside Cemetery, Hamburg, NY
Lakewood Park Cemetery, Rocky River, OH
Lee Memorial Park, Tupelo, MS
Lee, Robert E. Memorial Association, Stratford, VA
Lincoln Memorial Park, Suitland, MD
Lincoln Memory Gardens, Whitestown, IN
Linden Grove Cemetery, Covington, KY
Linwood Cemetery, Haverhill, MA
Locustwood Cemetery, Camden, NJ
Lodi Memorial Park & Cemetery, Lodi, CA
Loewen Group, Inc.
Lord of Life Lutheran Church, Ramsey, MN
Lorraine Park Cemetery, Baltimore, MD
Lutheran Church of the Redeemer, Birmingham, MI

Macomb County Road Commission, Mount Clemens, MI
Magner Management Company, Danbury, CT
Malkoff and Associates, Villa Park, CA
Matt Funeral Services, Utica, NY
Mayfield Cemetery, Cleveland Hgts, OH
McCarthy & Smith Construction, Farmington Hills, MI

Meierhoffer Family Funeral Homes, St. Joseph, MO
Meisner & Associates, Cincinnati, OH
Memorial Lawn Cemetery, Wabash, IN
Memorial Park Cemetery, Sioux City, IA
Memory’s Garden, Albany, NY
Mission’s Memorial Chapel, Niles, MI
Mound Grove Cemetery, Kankakee, IL
Mount Calvary Association, Buffalo, NY
Mount Carmel Cemetery, Wyandotte, MI
Mount Hope Cemetery, Rochester, NY
Mt. Eden Cemetery, Mt. Pleasant, NY
Mt. Ever-Rest Memorial Park, Kalamazoo, MI
Mt. Ever-Rest Memorial Park North, Kalamazoo, MI
Mt. Lebanon Cemetery, Iselin, NJ

National Memorial Park, Suitland, MD
Navarre Funeral Home, Baytown, TX
New Hope Funeral Home and Cemetery, Sunnyvale, TX
New Jersey Association of Cemeteries
New York Times, New York, NY
Niagara Falls Memorial Park, Niagara Falls, NY
North Shore Memory Gardens, Benton Harbor, MI
Nowell Funeral Home, Louisville, MS

Oak Woods Cemetery, Chicago, IL
Oak Ridge/Glen Oak Cemeteries, Hillside, IL
Oakdale Cemetery, Davenport, Iowa
Oaklawn Memorial Gardens, Galesburg, IL
Oakwood Cemetery, Troy, NY
Oakwood Cemeteries, Syracuse, NY
O’Connor Laguna Hills Mortuary, Laguna Hills, CA
Onadaga Valley Cemetery, Syracuse, NY
Our Lady of Hope Cemetery, Brownstown Township, MI

Palatine Bridge Cemetery, Palatine Bridge, NY
Parker Evangelical Presbyterian Church, Parker, CO
Pawtucket Memorial Park, Warwick, RI
Pinelawn Memorial Park, Farmingdale, NY
Pleasanton Memorial Cemetery, Pleasanton, CA
Poughkeepsie Rural Cemetery, Poughkeepsie, NY
Princeton Memorial Park, Allentown, NJ
Progressive Construction Management, Armada, MI
Prospect Hill Cemetery, York, PA
Quality Marble Imports, Judsonia, AR
RMR Enterprises, Inc., Memphis, TN
Rader Funeral Home, Kilgore, TX
Redwood Micro Fund, Carefree, AZ
Resthaven Memory Gardens, Avon, OH
Rest Haven Memorial Park, Cincinnati, OH
Reynolds Plantation, Greensboro, GA
Resurrection Cemetery, Danville, IL
Right Star Group, Honolulu, HI
Ridout Brown Services, Birmingham, AL
Ridgewood United Methodist Church, Ridgewood, NJ
Riverhurst Memorial Assn., Endicott, NY
Riverside Cemetery, Rochester, NY
Riverside Cemetery, Macon, GA
Roberts, Ralph R. Real Estate
Rocha's Mortuary, Lodi, CA
Rolling Oaks Cemetery
Port St. Lucie, FL
Rosehill Cemetery, Chicago, IL
Rose Hill Memorial Park, Putnam Valley, NY
Rose, Sundstrom & Bentley, Tallahassee, FL
Roth Funeral Chapel, Paducah, KY
Rowan Memorial Park, Salisbury, NC
Royal Oak Memorial Gardens, Brookville, OH
Sacramento Memorial Lawn, Sacramento, CA
Saddleback Valley Community Church, Mission Viejo, CA
Salem Field & Beth El Cemeteries, Brooklyn, NY
Santa Fe Trust, Santa Fe, NM
Service Corporation International, Houston, TX
Sheppard Mullin Richter & Hampton, LLC Costa Mesa, CA
Shuford-Hatcher Funeral Home, Gaffney, SC
Sierra View Memorial Park, Mortuary & Crematory, Olivehurst, CA
Signature Properties, Pleasanton, CA
Skyline Wesleyan Church, San Diego, CA
Smith Family, Bellville, TX
Smith, Vondel & Son Funeral Home, Oklahoma City, OK
Somerset Hills Memorial Park, Basking Ridge, NJ
Stich Associates, Hartford, CT
St. Bernard's Cemetery, Bernardsville, NJ
St. David's Episcopal Church Cemetery, Radnor, PA
St. Hugo of the Hills, Bloomfield Hills, MI
St. James Cemetery, Glastonbury, CT
St. John's Church, Cornwall, NY
St. Joseph Valley Memorial Park, Granger, IN
St. Joseph's Church and Cemetery, Yonkers, NY
St. Joseph's Cemetery, Monroe, MI
St. Marcus Cemetery, St. Louis, MO
St. Mary's Cemetery, Oneonta, NY
St. Mary's Cemetery, Randolph, MA
St. Mary's Cemetery, North Tewksbury, MA
St. Michael's Cemetery, Passaic, NJ
St. Michael's Cemetery, East Elmhurst, NY
St. Patrick's Cemetery, Lowell, MA
St. Patrick’s Parish, White Lake, MI
St. Thomas of Canterbury Episcopal Church, Temecula, CA
Stewart Enterprises, Inc., New Orleans, LA
StoneMor Partners LP, Bristol, PA
Stout Risius Ross, Farmington Hills, MI
Sunrise Memorial Gardens, Muskegon, MI
Sunset Hills Memorial Park, Jamestown, NY
Swan Point Cemetery, Providence, RI
Temple Israel Cemetery, Hasting-on-Hudson, NY
Tri-Cities Memorial Gardens, Florence, AL
Trinity Church and Cemetery, New York, NY
Trinity Church, Monroe, MI
Trinity Memorial Gardens, Tarpon Springs, FL
Tulocay Cemetery, Napa, CA
Utica Cemetery Association, Utica, NY
Vail, CO, Town of
Vale Cemetery, Schenectady, NY
Valhalla Memorial Park, Godfrey, IL
Valhalla Garden of Memory, Belleville, IL
Vestal Hills Memorial Park, Vestal, NY

Wachovia Bank, Charlotte, NC
Wade-Trim, Detroit, MI
Walnut Grove/Flint Cemetery, Worthington, OH
Washington Park Cemetery East, Indianapolis, IN
Washington Cemetery, Brooklyn, NY
Washington Memorial Park, Coram, NY
Washington Cemetery, Washington, NJ
Washington National Memorial Park, Suitland, MD
Washington State Division of Veterans Affairs, Olympia, WA
West Hartford, CT, Town of
West Laurel Hill Cemetery, Bala Cynwyd, PA
Western Roses Memorial Park, Midland, TX
Westlawn Cemetery, Chicago, IL

Westlawn Cemetery Association, Westland, MI

White Chapel Memorial Cemetery, Troy, MI
White Chapel Memorial Park, Dewitt, NY
White Sulphur Springs Cemetery, White Sulphur Springs, NY
Wiltwyck, Cemetery, Kingston, New York
Windridge Funeral Home, Cary, IL
Windridge Memorial Park & Nature Sanctuary, Cary, IL
Wisconsin Department of Veterans Affairs, Madison, WI
Wisconsin Memorial Park, Milwaukee, WI
Woodbury Memorial Park, Woodbridge, NJ
Woodlands Cemetery, The Philadelphia, PA
Woodlawn Cemetery, The, Bronx, NY
Woodlawn Cemetery, Everett, MA
Woodlawn Cemetery, Milwaukee, WI
Woodlawn Cemetery, Syracuse, NY
Woodlawn Cemetery, Toledo, OH
Wyuka Cemetery, Lincoln, NE
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>SUMMARY</th>
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<tbody>
<tr>
<td>3/19/12 City Commission requests staff explore the feasibility of expanding the cemetery due to two lots for sale adjacent to cemetery and provide financial analysis of the current price of land.</td>
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<tr>
<td>5/21/12 City Commission received a report with the financial analysis. City Manager suggested a professional consultant get involved.</td>
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<tr>
<td>8/13/12 City Commission approved an agreement with L.F. Sloane Consulting Group Inc to provide professional management consulting services. Scope of work to include a review of the cemetery policy and procedures, possible expansion and reclamation. (amount not to exceed $4,800)</td>
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<tr>
<td>10/29/12 City Commission received &amp; accepted the cemetery evaluation prepared by L.F. Sloane Consulting Group, Inc. Summary of the evaluation includes to adjust the fee schedule to reflect market rates, remove the road between Sections K &amp; L for additional burial space (in ground and above ground), develop an endowment fund and issue an RFP to run the cemetery. Recommended against purchasing the adjacent lot for expansion as it would be costly.</td>
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<tr>
<td>12/17/12 City Commission approved the amendment to the cemetery procedures to allow for additional rights of burial and approved an amendment to the fee schedule for additional rights of burial and cost for services to reflect current market rates. City Commission approved an amendment to the agreement with L.F. Sloane Consulting Group, Inc. Scope of work to include developing an RFP in order to outsource the management and maintenance of the cemetery. (amount not to exceed $1,000)</td>
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<tr>
<td>3/2013 The City issued an RFP for Cemetery Management Services. No proposal were received by the deadline on 3/27/13.</td>
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<tr>
<td>4/2013 The City reissued the RFP for Cemetery Management Services. One proposal was received on 5/2/13 from Historic Elmwood Cemetery.</td>
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<tr>
<td>6/24/13 City Commission approved the agreement for Cemetery Management Services with the Historic Elmwood Cemetery. The daily maintenance and burial services to be performed by the subcontractor the Catholic Cemeteries of the Archdiocese of Detroit, specifically Holy Sepulchre Cemetery.</td>
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<tr>
<td>8/12/13 Staff provided an update to the City Commission on the transition of the copies of the records to Holy Sepulchre Cemetery.</td>
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<tr>
<td>9/10/13 Community meeting held at the Library regarding the agreement for Cemetery Management Services</td>
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<tr>
<td>9/23/13 Staff provided a summary of the community meeting to the City Commission. The City Commission discussed appointing a board or ad hoc committee to oversee the operations of the cemetery.</td>
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</tr>
<tr>
<td>10/21/13 City Commission approved a resolution implementing a Greenwood Cemetery Advisory Committee. The duties of the Advisory Committee include to provide recommendations as to whether or not to proceed with: reclamation, development of new burial space, establishment an endowment fund,</td>
<td></td>
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</tbody>
</table>
establishment of a standing committee and if so their charge.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
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<tbody>
<tr>
<td>11/25/13</td>
<td>City Commission interviewed applicants for the Greenwood Cemetery Advisory Committee.</td>
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<tr>
<td>12/9/13</td>
<td>City Commission appointed members to the Greenwood Cemetery Advisory Committee (GCAC).</td>
</tr>
<tr>
<td>5/19/14</td>
<td>City Commission accepted the GCAC final report and directed the City Manager to complete the necessary preparations and advance the recommendations contained in the report. At that meeting “Larry Sloane, Elmwood Cemetery, commented that Elmwood has been managing the cemetery for eleven months. He explained that total revenues were $15,000 and direct expenses, not including personnel cost was $14,200.”</td>
</tr>
<tr>
<td>6/2014</td>
<td>The cemetery files were transferred to Historic Elmwood Cemetery as Holy Sepulchre Cemetery was no longer the subcontractor.</td>
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<tr>
<td>10/13/14</td>
<td>City Commission adopted ordinance amendments to establish a Perpetual Care Fund and the Greenwood Cemetery Advisory Board (GCAB).</td>
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<tr>
<td>11/24/14</td>
<td>City Commission interviewed &amp; appointed members to the GCAB.</td>
</tr>
<tr>
<td>6/19/15</td>
<td>City Commission discussed amendments to the cemetery procedures and fee schedule and selling graves in the newly identified green space. Continued discussion to the next meeting.</td>
</tr>
<tr>
<td>7/13/15</td>
<td>City Commission discussed amendments to the cemetery procedures and fee schedule and selling graves in the newly identified green space. Continued discussion to the next meeting.</td>
</tr>
<tr>
<td>7/27/15</td>
<td>City Commission met at Greenwood Cemetery to view a mock layout of the green space proposed to be used for new graves. City Commission discussed amendments to the cemetery procedures and fee schedule and selling graves in the newly identified green space. Continued discussion to the next meeting and asked the GCAB to explore the resident v non-resident fee schedule and whether to limit the number of graves sold per inquiry.</td>
</tr>
<tr>
<td>8/10/15</td>
<td>City Commission discussed amendments to the cemetery procedures and fee schedule and selling graves in the newly identified green space and the recommendations by the GCAB. City Commission discussed the recommendation from the GCAB that the number of graves sold per inquiry not be limited and that there not be a set stagger pattern. The GCAB was split as to whether or not recommend a resident/non-resident rates. City Commission approved the amendments to the cemetery procedures and fee schedule; to follow the proposed schedule to sell the new graves; and that the new graves in Sections B &amp; C be limited to 240 initially and to revisit the discussion when 200 are sold in that section.</td>
</tr>
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</table>
2012 CITY COMMISSION MINUTES

MARCH 19, 2012

03-75-12  COMMISSIONER COMMENTS
Commissioner Hoff noted that there are two lots for sale adjacent to Greenwood Cemetery. She questioned if there was any interest from the Commission to further explore the possibility of expanding the cemetery.

Commissioner Moore suggested the City Manager review the property to determine whether it is suitable and return to the Commission. Mayor Nickita suggested exploring the option of a columbarium in the cemetery. Commissioner Rinschler suggested a financial analysis of the current price of land be done.

MAY 21, 2012

05-150-12  GREENWOOD CEMETERY
The Commission received the report regarding Greenwood Cemetery, submitted by City Manager Bruner.

Mr. Bruner explained that the cemetery is taxpayer supported. He stated that staff is considering ways to alleviate some costs.

Commissioner Hoff commented that a decision must be made before the property next to the cemetery is sold as it is an ideal location for possible expansion.

Mr. Bruner noted that this is something that should be considered cautiously and would like to get a professional consultant involved.

Mayor Nickita noted that there are many variables to consider and noted that the goal is to make the cemetery more of an asset for the community in general.

Mary Anschuetz, 452 Bonnie Brier, expressed support of expanding the cemetery.

AUGUST 13, 2012

08-225-12  CEMETERY MANAGEMENT CONSULTING SERVICES
Mr. Bruner explained the consultant will review the cemetery policy and procedures. He noted the consultant has done work in Michigan.

MOTION: Motion by McDaniel, seconded by Dilgard:
To approve the agreement dated August 6, 2012 with L.F. Sloane Consulting Group, Inc. to provide professional cemetery management consulting services, in an amount not to exceed $4,800.00. Funding for this agreement is available in account #101-441.003-811.0000 (Property Maintenance - Other Contractual Service).

The Commission discussed the scope of work, taking into consideration a possible expansion and the reclamation process.

In response to a question from Commissioner Hoff, Mr. Bruner noted that staff has contacted the local references and all have been positive.

VOTE: Yeas, 7
Nays, None
Absent, None

OCTOBER 29, 2012

10-311-12 GREENWOOD CEMETERY EVALUATION
Larry Sloane, L.F. Sloane Consulting Group, Inc, explained the significant demand for burial plots in Greenwood Cemetery. He explained the results of the evaluation include removing the road between Sections K and L to add burial spaces, developing an endowment fund, and issuing a Request for Proposal to run the cemetery.

Mr. Sloane confirmed for Commissioner Hoff that the recommendation does not include purchasing the adjacent lot for expansion as it would be costly.

Commissioner Hoff suggested more public input is needed.

MOTION: Motion by Sherman, seconded by Hoff:
To receive the cemetery evaluation prepared by L.F. Sloane Consulting Group, Inc. and except accept its findings.

VOTE: Yeas, 7
Nays, None
Absent, None

DECEMBER 17, 2012

12-356-12 GREENWOOD CEMETERY PROCEDURES AND FEES
Mr. Wuerth explained the proposed amendments include allowing for additional rights of burial for cremations and updating the fees to bring them up to industry standards.
Mr. Bruner clarified that the additional rights of burial is on a plot that is already owned. Mr. Currier explained that a will or trust would be required.

Ms. Conrad questioned the $750.00 fee for the additional rights of burial. Mr. Wuerth explained the fee is to fund a trust for the maintenance of the cemetery.

**MOTION:** Motion by Rinschler, seconded by Sherman:

To amend the Greenwood Cemetery Operational Procedures, Conditions and Regulations to permit the placement of no more than two (2) cremated remains in the same space as an internment of casketed remains if the owner of the grave space or the owner's heirs purchase the rights to such inurnments.

- and -

To amend the Schedule of Fees, Charges, Bonds and Insurance, Greenwood Cemetery to provide for the sale of additional Rights of Burial for cremated remains.

- and -

To amend the Schedule of Fees, Charges, Bonds and Insurance, Greenwood Cemetery to cover the current costs associated with services provided and to reflect current market rates.

**VOTE:**

*Yeas, 7*

*Nays, None*

*Absent, None*

**12-357-12 CEMETERY MANAGEMENT CONSULTANT AGREEMENT**

**MOTION:** Motion by Sherman, seconded by Rinschler:

To approve Amendment #1 to the August 6, 2012 Cemetery Management Consultant Agreement between the City of Birmingham and L.F. Sloane Consulting Group, Inc. in an amount not to exceed one-thousand dollars ($1,000.00). Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

Mr. Wuerth explained that the consultant would manage the day-to-day cemetery operations as well as the long term projects such as eliminating the roadway and completing the reclamation. He confirmed for Commissioner Hoff that lawn care and labor will be reviewed as part of the Request for Proposal.

In response to a question from Commissioner Hoff regarding revenue, Mr. Wuerth explained that a portion of the revenue will go to the management company and a portion will go back to the City. He stated the goal is to create a long term trust for the maintenance of the cemetery.

Mr. Bruner noted that any revenue generated would go back into the cemetery.

**VOTE:**

*Yeas, 7*

*Nays, None*

*Absent, None*
Assistant to the Manager Wuerth explained that the agreement with the Historic Elmwood Cemetery (Elmwood) includes managing the day to day operations, maintenance of the burials and interaction with the customers. He stated that Elmwood will be able to provide enhanced levels of service. He noted that capital projects previously discussed by the Commission are not included in the motion, but would be presented to the Commission at a later date.

Commissioner Hoff expressed concern with a potential conflict of interest with the consultant being a part of this contract and the Archdiocese of Detroit being involved in a public cemetery.

Larry Sloane, L.F. Sloane Consulting Group, explained that Elmwood is a not for profit organization with a voluntary board of directors. He explained that he is held on retainer by Elmwood, not Birmingham. He noted that the archdiocese would be a subcontractor of Elmwood, not the City.

Dorothy Conrad expressed concern with the City entering into the agreement.

Commissioner McDaniel expressed concern with the return on investment if the income goes to the management company. Mr. Wuerth explained that the fees for services provided will be collected by the management company. Sales of new plots will be split between the management company, City, and endowment fund.

Commissioner Rinschler expressed support as the City is losing money on the cemetery and this would save money.

Commissioner Nickita pointed out that either party can terminate the agreement at any point with 90 days notice and staff will be monitoring the situation.

**MOTION:** Motion by Rinschler, seconded by Moore:
To approve the service agreement with the Historic Elmwood Cemetery for cemetery management services at the Greenwood Cemetery, contingent upon the approvals required by Sec. 2-289 of the Birmingham City Code. Further, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

Mr. Sloane confirmed for the Commission that the original records will remain with the Clerk.

**VOTE:**
- Yeas, 4
- Nays, 3 (Hoff, McDaniel, Sherman)
- Absent, None
AUGUST 12, 2013

08-241-13 CITY STAFF REPORTS
The Commission received the update regarding Greenwood Cemetery submitted by City Clerk Broski.

SEPTEMBER 23, 2013

09-276-13 CITY STAFF REPORTS
The Commission received the Greenwood Cemetery Community Meeting report submitted by City Manager Bruner.

Commissioner Sherman and Commissioner Hoff agreed that a cemetery board should be appointed to oversee the operations of the cemetery.

Commissioner Rinschler and Mayor Pro Tem Moore suggested staff return with a specific recommendation as to the pros and cons of a board versus an ad hoc committee.

Commissioner McDaniel suggested the committee have Commission representation. Mr. Currier confirmed that is possible on an ad hoc committee only.

Dorothy Conrad and Pam DeWeese spoke in favor of appointing a cemetery board.

Dorothy Conrad stated her understanding that nothing further will be done regarding the cemetery until a meeting is held and the contract is reviewed. She stated that she does not want to see the current management company moving forward with any plans.

Mayor Pro Tem Moore confirmed that the management company would have to go through the historic board and City Commission prior to moving forward with any plans.

Mr. Currier confirmed for Ron Buchanan that Elmwood took over the contract for lawn care.

OCTOBER 21, 2013

10-297-13 GREENWOOD CEMETERY ADVISORY COMMITTEE
City Manager Bruner explained the composition, duties, and term of the proposed Greenwood Cemetery Advisory Committee. He stated that the Committee will have six months to perform the duties and provide recommendations, however the term is one year. He noted that the resolution implies that the Committee will review the contract with Elmwood as the duties include reviewing specific aspects in the contract. He noted that the Committee will be subject to the Open Meetings Act.

The Commission discussed the make up of the committee and criteria/qualifications for the members. The Commission agreed that four members of the committee should be general members of the public and as best as possible meet the qualifications listed. These members
would be appointed by the Commission. The Commission also agreed that the committee should include a member of the Historic District Commission, Museum Board, and Friends of the Birmingham Historical Museum and Park.

The following individuals commented on the criteria to serve on the Committee:
Dorothy Conrad
Russ Dixon
Darlene Gehringer

Mr. Bruner confirmed for Commissioner Hoff that the contract with Elmwood will remain in place until the City or Elmwood terminates it in accordance with the termination clause.

**MOTION:** Motion by McDaniel, seconded by Hoff:
Whereas, Greenwood Cemetery was established in 1825 on land donated by Dr. Ziba Swan; and
Whereas, Martha Baldwin organized the Greenwood Cemetery Association in 1885 after the cemetery had fallen into disrepair; and
Whereas, Martha Baldwin left $1,000 for the Cemetery Perpetual Care Fund upon her death in 1913, and
Whereas, the City of Birmingham took over the operation of Greenwood Cemetery in 1946 after the cemetery had fallen into disrepair once again; and
Whereas, Section 34-26 of the City Code places the care, maintenance and operation of Greenwood Cemetery under the supervision and control of the city manager; and
Whereas, Section 34-27 of the City Code places the sale of the lots in Greenwood Cemetery, and the issuance of burial and other permits pertaining to the use of lots in the cemetery under the control and supervision of the city clerk; and
Whereas, Section 34-28 of the City Code gives the city manager the power and authority to adopt such rules and regulations for the control of Greenwood Cemetery, for the conduct of persons therein, and governing the charges for lots, burial spaces and services, as he may deem necessary; and
Whereas, the City Commission wishes to establish a committee to advise the City Commission, City Manager, and City Clerk regarding the administration, maintenance, operation, preservation, and strategic planning for future development of Greenwood Cemetery; and
Therefore, be it resolved that the City of Birmingham establishes an advisory committee to be known as the “Greenwood Cemetery Advisory Committee” to balance the interest of those interred in Greenwood Cemetery and their surviving family members, those who wish to be interred in Greenwood Cemetery, those who will pay for the regular care and maintenance of the cemetery in perpetuity, and those who wish to preserve Greenwood as a historic site.

**Duties:** Considering the past, present and future operations of the Cemetery, the Committee shall be charged with the following duties:

1. Prepare recommendations regarding whether or not to proceed with the reclamation of abandoned burial spaces within the existing cemetery and, if so, the best method for doing so.
2. Prepare recommendations regarding whether or not to plan for the development of new burial spaces within the existing cemetery and, if so, the best method for doing so.

3. Prepare recommendations regarding whether or not to plan for the expansion of the existing cemetery and, if so, the best method for doing so.

4. Prepare recommendations regarding whether or not to establish an endowment care fund to provide regular care and maintenance of the cemetery in perpetuity and, if so, the best method for doing so.

5. Prepare recommendations regarding the need for a standing cemetery advisory committee and, if so, the duties the committee shall be charged with.

6. Solicit and receive public input on those recommendations.

7. Finalize and present recommendations to the City Commission by June 30, 2014.

Composition: The Committee shall be composed of the following:

1. Four members of the general public
2. One Historic District Commission member appointed by the Historic District Commission
3. One Museum Board member appointed by the Museum Board
4. One member of the Friends of the Birmingham Historical Museum & Park appointed by the Board of Directors of the Friends

At least one member shall be a surviving family member of an individual interred in Greenwood Cemetery. At least one member shall own a grave and intend to be interred in Greenwood Cemetery (this member may also be a surviving family member of an individual interred in the cemetery). At least one member shall not own a grave in Greenwood Cemetery (this member may be on the interest list). At least one member may be a licensed funeral director.

The City Manager, City Clerk, Director of Public Services, cemetery contractors and subcontractors may be present at all Committee meetings, take part in all discussions but shall have no vote.

Terms of office: The Committee’s term and the term of each member shall run until December 31, 2014 at which time this Resolution shall sunset and be of no further force or effect unless the City Commission resolves to continue the Committee’s term.

Compensation: The Committee shall serve without compensation.

Meetings: The Committee shall not be a “public body” as defined by the Open Meetings Act (Act 267 of 1976). However, all Committee meetings shall be open to the public and held in accordance with the Open Meetings Act.

Minutes: The Committee shall not be a “public body” as defined by the Open Meetings Act (Act 267 of 1976). However, the Committee shall keep minutes of each meeting in accordance with the Open Meetings Act.
Records: The Committee shall not be a “public body” as defined by the Freedom of Information Act (Public Act 442 of 1976). However, all Committee records shall be accessible to the public in accordance with the Freedom of Information Act.

Quorum: A majority of the Committee shall constitute a quorum. The Committee shall adopt all recommendations by resolution.

Organization: The Committee shall elect one of its members as chairperson and any other officers that it shall deem necessary.

Rules of procedure: The Committee shall adopt rules of order and procedure consistent with the provisions of this resolution.

Removal of members from office and filling vacancies: Members of the Committee may be removed from office by the appointing authority for inefficiency, neglect of duty or misfeasance or malfeasance after public hearing. Vacancies on the Committee shall be filled for the unexpired term by appointment from the appointing authority.

Relation to administrative branch: The Committee shall deal with the administrative branch of the City government solely through the City Manager and neither the Committee nor any member thereof shall give any order or direction either publicly or privately to any of the subordinates of the City Commission or City Manager. The City Manager is authorized to provide assistance to the Committee without further City Commission approval.

Expenses/Contract: The Committee shall not have any authority to authorize expenditures or otherwise obligate the City or incur expenses and/or approve contracts. Any expenditure shall be requested by resolution to the City Commission for consideration.

VOTE: Yeas, 7
      Nays, None
      Absent, None

NOVEMBER 25, 2103

11-325-13 INTERVIEWS FOR APPOINTMENT TO THE GREENWOOD CEMETERY ADVISORY COMMITTEE

The Commission agreed to interview the applicants tonight and make the appointment at the next Commission meeting.

The Commission interviewed the following for appointment to the Greenwood Cemetery Advisory Committee:

1. Patrick Lynch, 4525 Charing Cross, Bloomfield Hills
2. Jay Shell, 1121 Northlawn
3. Dave Randall, 642 Fairfax
4. Bill Wozniak, 119 S. Adams
5. Daniel Share, 1040 Gordon Lane
6. Philip Stenger, 970 Pilgrim
7. Barbara Thurber, 663 Vinewood
8. Marjory Basile, 670 Fairfax (not in attendance)
9. Dorothy Conrad, 2252 Yorkshire (withdrew application)
DECEMBER 9, 2013

12-341-13 APPOINTMENT TO THE GREENWOOD CEMETERY ADVISORY COMMITTEE

Mayor Moore noted that the interviews for this committee were held at the November 25th Commission meeting.

Appointment of the general public member who does not currently own a grave at Greenwood Cemetery:

MOTION: Motion by Dilgard:
To appoint Laura Ann Schreiner, 591 Bird, to the Greenwood Cemetery Advisory Committee, as the member of the general public who does not currently own a grave at Greenwood Cemetery, to serve a one-year term to expire December 31, 2014.

MOTION: Motion by Hoff:
To appoint Patricia Bordman, 1091 Lake Park Drive, to the Greenwood Cemetery Advisory Committee, as the member of the general public who does not currently own a grave at Greenwood Cemetery, to serve a one-year term to expire December 31, 2014.

VOTE ON NOMINATION OF SCHREINER:
Yeas, 5 (Dilgard, McDaniel, Moore, Nickita, Sherman)
Absent, 1 (Rinschler)

Laura Schreiner was appointed as the member of the general public who does not currently own a grave at Greenwood Cemetery.

Appointment of the general public member who owns a grave and intends to be interred in Greenwood Cemetery:

MOTION: Motion by Nickita:
To appoint Daniel Share, 1040 Gordon Lane to the Greenwood Cemetery Advisory Committee, as the member of the general public who owns a grave and intends to be interred in Greenwood Cemetery, to serve a one-year term to expire December 31, 2014.

MOTION: Motion by McDaniel:
To appoint Linda Peterson, 1532 Melton to the Greenwood Cemetery Advisory Committee, as the
member of the general public who owns a grave and intends to be interred in Greenwood
Cemetery, to serve a one-year term to expire December 31, 2014.

**MOTION:** Motion by Hoff:
To appoint Patrick Lynch, 4525 Charing Cross, Bloomfield Hills, to the Greenwood Cemetery
Advisory Committee, as the member of the general public who owns a grave and intends to be
interred in Greenwood Cemetery, to serve a one-year term to expire December 31, 2014.

**MOTION:** Motion by Dilgard:
To appoint Philip Stenger, 970 Pilgrim, to the Greenwood Cemetery Advisory Committee, as the
member of the general public who owns a grave and intends to be interred in Greenwood
Cemetery, to serve a one-year term to expire December 31, 2014.

VOTE ON NOMINATION OF SHARE:
   Yeas, 2 (Nickita, Moore)
   Absent, 1 (Rinschler)

VOTE ON NOMINATION OF PETERSON:
   Yeas, 1 (McDaniel)
   Absent, 1 (Rinschler)

VOTE ON NOMINATION OF LYNCH:
   Yeas, 1 (Hoff)
   Absent, 1 (Rinschler)

VOTE ON NOMINATION OF STENGER:
   Yeas, 2 (Sherman, Dilgard)
   Absent, 1 (Rinschler)

No applicants received the required number of votes for appointment. The Mayor called for a
second vote on the nominees.

VOTE ON NOMINATION OF SHARE:
   Yeas, 4 (Nickita, Moore, Hoff, McDaniel)
   Absent, 1 (Rinschler)

Daniel Share was appointed as the member of the general public who owns a grave and intends
to be interred in Greenwood Cemetery.

Appointment of the general public member who is a family member of an individual currently
interred in Greenwood Cemetery:

**MOTION:** Motion by Hoff:
To appoint Ron Berndt, 2182 Lost Tree Way, Bloomfield Hills to the Greenwood Cemetery
Advisory Committee, as the member of the general public who is a family member of an individual
currently interred in Greenwood Cemetery, to serve a one-year term to expire December 31,
2014.
MOTION: Motion by Dilgard:
To appoint Barbara Thurber, 663 Vinewood to the Greenwood Cemetery Advisory Committee, as the member of the general public who is a family member of an individual currently interred in Greenwood Cemetery, to serve a one-year term to expire December 31, 2014.

MOTION: Motion by Sherman:
To appoint Thomas Goad, 1840 Redding to the Greenwood Cemetery Advisory Committee, as the member of the general public who is a family member of an individual currently interred in Greenwood Cemetery, to serve a one-year term to expire December 31, 2014.

MOTION: Motion by Nickita:
To appoint Linda Peterson, 1532 Melton to the Greenwood Cemetery Advisory Committee, as the member of the general public who is a family member of an individual currently interred in Greenwood Cemetery, to serve a one-year term to expire December 31, 2014.

VOTE ON NOMINATION OF BERNDT:
Yeas, 1 (Hoff)
Absent, 1 (Rinschler)

VOTE ON NOMINATION OF THURBER:
Yeas, 1 (Dilgard)
Absent, 1 (Rinschler)

VOTE ON NOMINATION OF GOAD:
Yeas, 1 (Sherman)
Absent, 1 (Rinschler)

VOTE ON NOMINATION OF PETERSON:
Yeas, 3 (McDaniel, Moore, Nickita)
Absent, 1 (Rinschler)

No applicants received the required number of votes for appointment.

MOTION: Motion by McDaniel:
To appoint Linda Peterson, 1532 Melton to the Greenwood Cemetery Advisory Committee, as the member of the general public who is a family member of an individual currently interred in Greenwood Cemetery, to serve a one-year term to expire December 31, 2014.

MOTION: Motion by Hoff:
To appoint Ron Berndt, 2182 Lost Tree Way, Bloomfield Hills to the Greenwood Cemetery Advisory Committee, as the member of the general public who is a family member of an individual currently interred in Greenwood Cemetery, to serve a one-year term to expire December 31, 2014.

VOTE ON NOMINATION OF PETERSON:
Yeas, 3 (McDaniel, Moore, Nickita)
Absent, 1 (Rinschler)
VOTE ON NOMINATION OF BERNDT:
  Yeas, 3 (Hoff, Dilgard, Sherman)
  Absent, 1 (Rinschler)

No applicants received the required number of votes for appointment. The Mayor called for a second vote on the nominees.

VOTE ON NOMINATION OF PETERSON:
  Yeas, 4 (McDaniel, Moore, Nickita, Dilgard)
  Absent, 1 (Rinschler)

Linda Peterson was appointed as the member of the general public who is a family member of an individual currently interred in Greenwood Cemetery.

Appointment of the general public member who is a funeral director:
  MOTION: Motion by Nickita:
  To appoint Kevin Desmond, 962 Humphrey to the Greenwood Cemetery Advisory Committee, as the member of the general public or who is a licensed funeral director to serve a one-year term to expire December 31, 2014.

  MOTION: Motion by Dilgard:
  To appoint Patrick Lynch, 4525 Charing Cross, Bloomfield Hills to the Greenwood Cemetery Advisory Committee, as the member of the general public or who is a licensed funeral director to serve a one-year term to expire December 31, 2014.

VOTE ON NOMINATION OF DESMOND:
  Yeas, 3 (Nickita, Moore, McDaniel)
  Absent, 1 (Rinschler)

VOTE ON NOMINATION OF LYNCH:
  Yeas, 3 (Hoff, Dilgard, Sherman)
  Absent, 1 (Rinschler)

No applicants received the required number of votes for appointment. The Mayor called for a second vote on the nominees.

VOTE ON NOMINATION OF DESMOND:
  Yeas, 4 (Nickita, Moore, McDaniel, Sherman)
  Absent, 1 (Rinschler)

Kevin Desmond was appointed as the general public member who is a funeral director.

City Manager Bruner confirmed for Commissioner Hoff that staff will distribute information to the committee members and will coordinate the meeting schedule.
2014 CITY COMMISSION MINUTES

MAY 19, 2014

05-119-14 GREENWOOD CEMETERY ADVISORY COMMITTEE FINAL REPORT

Mr. Valentine and George Stern, chairperson of the Greenwood Cemetery Advisory Committee presented the final report of the Greenwood Cemetery Advisory Committee.

Commissioner Rinschler expressed concern with using the Grave Interest List for the first point of sales for any new grave spaces as it is not a waiting list.

In response to a question from Commissioner McDaniel, Mr. Stern clarified that the Committee recommendation for any new grave space is to restrict sale of the grave space back to the City to curtail flippers.

Commissioner Hoff noted that the reclamation and formation of a committee should be priority. Mr. Valentine agreed and noted the City Commission would review each item individually.

The Commission discussed the contract with Elmwood Cemetery. Commissioner Rinschler suggested deferring discussion on the contract until there is a process in place.

The Commission agreed to request staff return with the priorities and suggested action to move forward.

MOTION: Motion by Rinschler, seconded by Sherman:
To accept the Greenwood Cemetery Advisory Committee Final Report and directing the Interim City Manager to begin the process to complete the necessary preparations and advance the recommendations contained in the report.

Dorothy Conrad thanked the members of the Committee.

Ron Berndt expressed concern with the reclamation process and how families would receive notification.

Larry Sloane, Elmwood Cemetery, commented that Elmwood has been managing the cemetery for eleven months. He explained that total revenues were $15,000 and direct expenses, not including personnel cost was $14,200. He stated that Elmwood wants to work with the City to maintain the history of this cemetery.

Patricia Andrews expressed support of the final report.

VOTE: Yeas, 7
Nays, None
Absent, None
OCTOBER 13, 2014

10-240-14  GREENWOOD CEMETERY ORDNANCE AMENDMENTS

City Manager Valentine presented the ordinance amendments for the creation of the perpetual care fund for the cemetery and to establish a standing cemetery board to assist with the long term needs of the cemetery.

Commissioner McDaniel expressed concern with the amount of interest earned on the perpetual care fund. Mr. Currier explained the restrictions the Municipalities have on the investment of funds.

Commissioner Hoff questioned whether the ordinance should state the source of the funds. Mr. Valentine stated that the intent of the ordinance is that the revenues generated from the cemetery would go back to the cemetery. Commissioner Hoff suggested the ordinance should include where the funds are coming from.

In response to a question from Commissioner Hoff, Mr. Valentine confirmed that Elmwood Cemetery would do the administrative work for the reclamation under the City's direction and control. He confirmed that Elmwood Cemetery would receive a percentage of the proceeds from the sale of the burial sites under the agreement.

Dorothy Conrad suggested changing the heading of Section 34-30 to clarify the establishment of a cemetery board. The Commission agreed to change the heading of Section 34-30 to Establishment of Greenwood Cemetery Advisory Board.

Pam DeWeese expressed support of the Cemetery Board.

George Stern suggested the cemetery board work with staff regarding exempting cemeteries from Public Act 20.

Mr. Valentine confirmed for Ron Buchanan that Elmwood Cemetery would take direction from the City Manager through the advisory recommendations of the board for any actions administrative in nature.

MOTION: Motion by Rinschler, seconded by Nickita:
To adopt an ordinance amending Part II of the City Code Chapter 34 Cemeteries, Article II., Greenwood Cemetery to add section 34-29 Perpetual Care Fund.

- AND -

To adopt an ordinance amending Part II of the City Code Chapter 34 Cemeteries, Article II., Greenwood Cemetery to add section 34-30 Establishment of the Greenwood Cemetery Advisory Board as amended.

VOTE: Yeas, 6
Nays, None
Absent, 1 (Moore)
NOVEMBER 24, 2014

11-272-14 APPOINTMENT TO THE GREENWOOD CEMETARY ADVISORY BOARD

The Commission interviewed applicants for appointment to the Greenwood Cemetery Advisory Board. Applicants George Stern, 1090 Westwood, Pamela DeWeese, 932 Purdy, and Linda Peterson, 1532 Melton, were unable to attend to be interviewed.

MOTION: Motion by Nickita: To appoint Darlene Gehringer, 1108 W. Maple, to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2017.

MOTION: Motion by Hoff: To appoint Kevin Desmond, 962 Humphrey, to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2017.

MOTION: Motion by Rinschler: To appoint Pamela DeWeese, 932 Purdy, to the Greenwood Cemetery Advisory Board to serve a two-year term to expire July 6, 2016.

MOTION: Motion by Dilgard: To appoint Barbara Thurber, 463 Vinewood, to the Greenwood Cemetery Advisory Board to serve a two-year term to expire July 6, 2016.

MOTION: Motion by Moore: To appoint Laura Schreiner, 591 Bird, to the Greenwood Cemetery Advisory Board to serve a one-year term to expire July 6, 2015.

MOTION: Motion by Hoff: To appoint George Stern, 1090 Westwood, to the Greenwood Cemetery Advisory Board to serve a one-year term to expire July 6, 2015.

MOTION: Motion by Nickita: To appoint Linda Peterson, 1532 Melton, to the Greenwood Cemetery Advisory Board to serve a one-year term to expire July 6, 2015.

VOTE ON NOMINATION OF GEHRINGER:
  Yeas, 7
  Absent, None

VOTE ON NOMINATION OF DESMOND:
  Yeas, 7
  Absent, None

VOTE ON NOMINATION OF DEWEES:
  Yeas, 7
Absent, None

VOTE ON NOMINATION OF THURBER:
  Yeas, 7
  Absent, None

VOTE ON NOMINATION OF SCHREINER:
  Yeas, 7
  Absent, None

VOTE ON NOMINATION OF STERN:
  Yeas, 7
  Absent, None

VOTE ON NOMINATION OF PETERSON:
  Yeas, 7
  Absent, None

The Clerk administered the oath to the appointed board members.
Commissioner Rinschler suggested removing the cut-off date in the process to sell graves and require anyone who wants to purchase the graves to add their name to the Interest List.

**MOTION:** Motion by Rinschler, seconded by Dilgard:
To amend the Greenwood Cemetery Operational Procedures, Conditions and Regulations as recommended.

AND
To amend the Schedule of Fees, Charges, Bonds and Insurance, Greenwood Cemetery to add a fee for the sale of grave spaces accommodating one or two cremated remains.

AND
To remove the cut-off date from the proposed schedule and then following the schedule to sell the new grave spaces in Sections B, C, D, K, L, O and newly identified grave spaces in Sections E, G, H, and O.

Commissioner Hoff expressed concern with this item and suggested it be moved to July 13th.

**MOTION WITHDRAWN**

**MOTION:** Motion by Rinschler, seconded by Dilgard:
To move this item to July 13th.

**VOTE:**  Yeas, 5  
Nays, None  
Absent, 2 (Moore, Nickita)

**JULY 13, 2015**

**07-149-15 GREENWOOD CEMETERY RULES AND REGULATIONS AND FEE SCHEDULE AMENDMENT**
Ms. Pierce presented the proposed revisions to the Greenwood Cemetery Rules and Regulations and fee schedule. She explained that the Greenwood Cemetery Advisory Board (GCAB) discussed the potential to use the green space in the cemetery for additional burials. After review by the Historic District Commission, the GCAB recommended that the City offer the graves in the green space in Sections B, C, D, K, L and O for sale, limiting to flush markers only to maintain the visual landscape, set a lot resale policy and pending the results of ground penetrating radar. She explained that the contractor agreed to do the ground penetrating on the green space at no cost to the City. Ms. Pierce explained that the lot resale policy would require individuals who purchase the new graves and later wish to sell them, to sell them back to the City for 50% of the purchase price. However, the new graves could be transferred to family with supporting genealogical documentation. Ms. Pierce explained the process to be used to sell the new graves would be based off the Interest List. Individuals interested in
purchasing graves would have to add their name to the Interest List through the City or the contractor.

City Manager Valentine confirmed for Mayor Pro Tem Hoff that he authorized the contractor to move forward with the ground penetrating radar as there was no cost to the City. In addition the timeframe for its completion coincides with the recommendations coming before the Commission to move this process forward. He noted that there are over 100 individuals on the Interest List and others in the community interested in obtaining a grave at Greenwood.

In response to a question from Mayor Pro Tem Hoff, Mr. Valentine explained that the recommendation would use existing unsold, unidentified spaces that have not been utilized where the reclamation process would affect previously sold graves.

Commissioner McDaniel questioned if the layout is unusual. George Stern, chairperson of the GCAB, explained that the more modern era designed cemeteries were designed without natural features such as walking paths and nature features.

Ron Buchanan, 1280 Suffield, expressed concern with the visual impact in Sections B and C when fully implemented. He also expressed concern with the orientation of the graves. He suggested eight graves per row be left vacant to enhance the green space.

Pam DeWeese, 932 Purdy, agreed with Mr. Buchanan. She noted that the GCAB has two goals which include finding graves for people and preserving the aesthetics and historic integrity of the cemetery.

Darlene Gehringer, 1108 West Maple, stated that the reference to the designated contractor in the Rules and Regulations is not needed. She stated that she still wants ground penetrating radar done on the entire cemetery. She agreed with Mr. Buchanan.

In response to a question from Commissioner Dilgard regarding ground penetrating radar on the entire cemetery, Mr. Valentine explained that the recommendation from the GCAB was to do ground penetrating radar for these sites and the entire cemetery and remains the same.

Commissioner Rinschler expressed support of the additional space. He stated that the phase in idea is not a bad idea until we see how fast the graves are being sold.

Mayor Pro Tem Hoff expressed concern and stated that Sections B and C should be left as it because it is historic. The other sections would get us started. She stated that the City is not in dire need of money. We could always go back and add some in B and C.

Commissioner Nickita pointed out the balance between an aesthetic issue with accommodating all the people waiting on the Interest List. He noted that the drawings do not show the actual aesthetic impact.

Commissioner Rinschler noted that there would not be 500 markers immediately. He stated that if there was a phase in plan, it could be modified. He stated that he would not want to move forward with less than a couple hundred graves.
MOTION: Motion by Hoff, seconded by Moore:
That the Commission set a time to meet at the cemetery to visualize the proposed changes.

The following individuals expressed support of the motion:
Darlene Gehringer
Pam DeWeese
George Stern

The Commission agreed to meet at the cemetery before the next City Commission meeting at 6:30 PM.

VOTE: Yeas, 7
Nays, None
Absent, None

JULY 27, 2015

The City Commission met at Greenwood Cemetery to view a mock layout of the green space proposed to be used for new graves in order to gain an understanding of the visual impact of using the space. Members of the Greenwood Cemetery Advisory Board were in attendance as well.

07-161-15 GREENWOOD CEMETERY RULES AND REGULATIONS AND FEE SCHEDULE AMENDMENT

Mayor Pro Tem Hoff commented that the Historic Cemeteries Preservation Guide focused on the preservation and conservation of historic cemeteries, not the expansion. She pointed out that the standards in the guide refer to minimal change to materials, features, spaces, and spatial relationships. She expressed concern that the proposal will change the spatial relationship. She noted that there is no reference to new burials in the Greenwood Cemetery Advisory Committee recommendations. She stated that it is her understanding that the reclamation process has changed from what the Commission was initially told. She suggested that the graves identified be used when there is need for a burial and to begin the reclamation process under the clerk’s supervision and that the Historic District Study Committee could be utilized to assist in the process.

Commissioner Rinschler found that the visual impact of the proposed graves did not change the character of the cemetery as the markers will be flush with the road. He stated that the City has a historic cemetery that it wants to preserve the character of and this proposal does not alter the character. He commented that the reclamation would not be an overnight availability of the graves as there would still be a legal process to go through and it is not a task that would be given to volunteers. He expressed support of the original proposal to sell the 82 graves plus the 530 graves, but phasing in the sale of the graves.

The Commission questioned the reclamation process. George Stern, chairperson of the Greenwood Cemetery Advisory Board (GCAB), explained that HB 4890 was enacted effective January 1, 2015 and is a process of 120 days plus 60, and then the graves are yours. It is about a six month process by the time it is done.
Commissioner Nickita commented on the visual impact and how it would affect the green space. He suggested in the initial implementation, to recommend a more staggered orientation in a less dense condition and slowly it will be more integrated over time.

Commissioner McDaniel agreed with phasing in the sale of graves in Sections B & C and agreed that the visual impact is minimal. He pointed out that the object is to develop a perpetual care fund over time.

Pam DeWeese, 932 Purdy, expressed support of staggering the graves. She noted that funds from the perpetual care fund could be used for a columbarium as well as maintenance. She expressed support of starting with the sale of half of the graves.

Ron Buchanan, 1280 Suffield, suggested a proviso be set up for Sections B & C that 12 or 20 graves in each green space row remain vacant so that green space is infused into each one of those rows. Random patterns would be established based on what the sales were.

George Stern, 1090 Westwood and chair of the GCAB, asked to coordinate with the City Commission on procedure. He stated that his impression is that there is a great deal of demand for graves in the cemetery. He noted that there is no limit to the number of graves an individual can purchase. He expressed concern with the restriction of sales according to the lot resale policy.

Commissioner Rinschler questioned Mr. Stern’s comment on restricting the number of graves that could be purchased. He suggested the GCAB be tasked with determining this number.

**MOTION:** Motion by Rinschler, seconded by McDaniel:
To amend the Greenwood Cemetery Operational Procedures, Conditions and Regulations as recommended.
- and -
To amend the Schedule of Fees, Charges, Bonds and Insurance, Greenwood Cemetery to add a fee for the sale of grave spaces accommodating one or two cremated remains.
- and -
To follow the proposed schedule to sell the new grave spaces in Sections B, C, D, K, L, O and newly identified grave spaces in Sections E, G, H, and O.
- and -
That the new grave spaces in Section B & C be initially limited to 240 and that the GCAB be chartered with figuring out the correct arrangement of those and that it be revisited after all 240 are sold.
- and -
To charge the GCAB to recommend a number of grave sites per inquiry for the Clerk to use as a guideline for the initial selling.

Commissioner McDaniel commented on reserving graves for current and former residents with some flexibility as appropriate. City Attorney Currier stated that the sale of graves cannot be limited to residents only.
Mr. Stern noted that other cemeteries have separate rate schedules for residents and non-residents. He requested direction on whether the GCAB should study a separate rate schedule for residents and non-residents. The Commission suggested the GCAB explore this option.

Mayor Sherman commented on the reclamation process. City Attorney Currier explained that the Cemetery Regulation Act is the Act that was amended by HB4890. He noted that there was no modification to the public cemetery section of the statute. He noted that Section 456.530 of the Cemetery Regulation Act states that this Act does not apply to municipal corporations. He stated that he would like to do more research on this item. The Commission agreed to request a legal opinion for this item.

**MOTION:** Motion by Rinschler, seconded by McDaniel:
To postpone the motion.

**VOTE:**
- Yeas, 7
- Nays, None
- Absent, None

**AUGUST 10, 2015**

**08-174-15 GREENWOOD CEMETERY RULES AND REGULATIONS**
**FEE SCHEDULE AND SALE OF GRAVE SPACES**

Mayor Sherman noted that the Commission received information from the City Attorney explaining that the statute in question on the reclamation does not apply to municipal cemeteries.

City Clerk Pierce explained that the Greenwood Cemetery Advisory Board (GCAB) held a meeting in August to discuss the requests from the City Commission. She explained that the Board recommended that the number of graves allowed to be sold per inquiry not be limited. Members of the Board felt that by limiting the number of graves allowed to be purchased would unintentionally penalize large families. In addition, the Board did not want to limit the number of graves allowed to be purchased to the number originally requested when added to the Interest List as circumstances may have changed for that individual.

Ms. Pierce explained that the GCAB also recommended that there not be a staggering pattern. There are many graves in the cemetery that were sold many years ago and still do not have markers on them. It was noted that the staggering pattern of the markers would naturally happen as burials occur over time.

Ms. Pierce explained that the GCAB was split as to whether a flat rate or tiered fee schedule should be implemented. Some members did not want to penalize non-residents and some were concerned with adding an additional fee on top of the high cost for a grave. Other members thought the fee should be doubled for non-residents. She noted that staff has found that there would be a procedural difficulty in determining who is actually a resident as there are many variables to consider.
The Commission discussed the recommendations from the GCAB. Commissioner Rinschler expressed support of the recommendation to not limit to the number of graves allowed to be purchased. Commissioner Nickita stated that his concern is the potential for speculation and noted that it is problematic to restrict a large family.

Mayor Pro Tem Hoff stated that she does not object to not limiting the number of graves to be sold. As far as the stagger pattern in Sections B & C, she maintained her position that she is not in favor of selling graves in Sections B & C.

Commissioner Nickita commented on the organic nature of the cemetery and noted that once the cemetery is completely filled, there would be no stagger pattern to the markers, it would be rigidly laid out.

Commissioner Rinschler agreed with the GCAB recommendation to not do the stagger pattern. He suggested the sale should be limited to 240 to have some break and a review point. Commissioner Dilgard concurred.

Commissioner Moore commented on resident versus non-resident fees. He stated that the question is whether there are costs incurred by taxpayers that are not incurred by non-resident who either own or will own plots in the cemetery. Once the perpetual care fund is established, everyone pays into that fund and there should not be discrimination or difference. If there are no costs or if they are diminimus, then there should not be a two-tiered system. Commissioner Moore stated that it is a minor issue because the contractor is taking care of the day to day maintenance of the cemetery.

George Stern, 1090 Westwood and chair of the GCAB, commented that this is a classic business problem of allocation of demand under conditions of limited supply. He expressed concern with an allocation formula. He suggested that the law on reclamation exempts both religious institutions and municipalities. He stated that he is a member of an association of religious institutions who voluntarily waived the exemption in order to reclaim plots in the timeframe in the bill and suggested the Commission may want to look at this in the future.

Ron Buchanan, 1280 Suffield, suggested a stagger pattern of selling only 12 of the 24 graves per row to minimize the visual effect of this.

Mayor Sherman suggested not waiting until all 240 graves are sold to revisit this. It should come back for review after selling 200 graves, with 40 left to sell.

**AMENDMENT TO MAIN MOTION:** Motion by Rinschler, seconded by Dilgard:
To amend the original motion to change 240 to 200 “revisited when 200 are sold” and to eliminate the final “and” which is the resolution relative to a number of grave sites per inquiry.

Mayor Pro Tem Hoff stated that there are 132 other spaces that have been identified and she would like to see those sold before Section B & C. She expressed opposition to selling graves in Sections B & C. She expressed concern that money is a big factor in this decision. She expressed concern that the final report of the GCAB does not include a recommendation to find new spaces. The Committee had recommended that the City identify the unsold unused burial spaces and to commence with reclamation.
In response to a question from Mayor Pro Tem Hoff, City Manager Valentine confirmed that the perpetual care fund has been established. The money resulting from the sale of graves to date is in the perpetual care fund. He confirmed for Mayor Pro Tem Hoff that the City has received a legal opinion that the Cemetery could not be classified as a park.

Mayor Sherman noted that in the GCAC report, one of the directives to the Committee was to prepare recommendations regarding whether or not to plan for the development of new burial spaces within the existing cemetery and if so the best method for doing so. The GCAB recommendations included the closing of the roadway and the installation of columbaria. The green space in Sections B & C was not identified until after the Committee had met. It would have been contemplated in the original report if the space had been identified at that point.

VOTE AMENDMENT TO THE MAIN MOTION:
Yeas, 5
Nays, 1 (Hoff)
Absent, 1 (McDaniel)

MAIN MOTION:
To amend the Greenwood Cemetery Operational Procedures, Conditions and Regulations as recommended.
- and -
To amend the Schedule of Fees, Charges, Bonds and Insurance, Greenwood Cemetery to add a fee for the sale of grave spaces accommodating one or two cremated remains.
- and -
To follow the proposed schedule to sell the new grave spaces in Sections B, C, D, K, L, O and newly identified grave spaces in Sections E, G, H, and O.
- and -
That the new grave spaces in Section B & C be initially limited to 240 and that the GCAB be chartered with figuring out the correct arrangement of those and that it be revisited when 200 are sold.

VOTE ON THE MAIN MOTION:
Yeas, 5
Nays, 1 (Hoff)
Absent, 1 (McDaniel)

Commissioner Rinschler noted that he is comfortable that there could still be an open discussion on whether there is a need for a limit based on what the Clerk sees in terms of demand. The Commission directed staff to continue studying the number of graves.

Commissioner Dilgard and Commissioner Rinschler expressed their comfort in leaving the fees the same for residents and non-residents. Mayor Sherman agreed. Commissioner Nickita expressed that he wants to be sensitive to residents, but the circumstance of residents changes quite a bit. He suggested it be monitored and if it starts to omit residents or becomes a problem, then it should be reviewed. City Manager Valentine stated that this information will be included with the annual report of the GCAB.
Mayor Sherman stated that emails have been received regarding reclamation. He noted that this is not reclamation. The City looking to provide burial spaces for people who would like to be buried in Greenwood while protecting the rights of the current owners. The overriding concern is preserving the rights of the owners.
I. DEFINITIONS:

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

a. “Cemetery” shall mean Greenwood Cemetery.

b. “Superintendent” shall mean the City Manager or his/her designee.

c. “Marker” shall mean a stone or object denoting the location of a grave and which does not exceed eighteen (18) inches in height, sixteen (16) inches in width, and twenty-four (24) inches in length.

d. “Monument” shall denote a memorial stone or object of a size in excess of that of a marker.

e. “Permanent outside container” shall be a container which encloses a casket. The following are considered permanent outside containers: concrete boxes, concrete, copper or steel burial vaults.

f. “Department” shall mean the Department of Public Services.

g. “Memorial” shall mean monuments or markers.

II. CONDUCT OF PERSONS

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

No person shall:

a. Enter the cemetery except through an established gate, and only during the hours from 8:00 A.M. to sundown.

b. Deposit or leave rubbish and debris on any part of the cemetery grounds.

c. Pick, mutilate, remove, or destroy any living plants or parts thereof, whether wild or domestic, on the cemetery grounds, except in the work of maintenance by City employees or its designated contractor.
d. Break, injure, remove, or deface any monument or marker on the cemetery grounds.

e. Bring any dog or animal into the cemetery grounds, unless in compliance with applicable leash law.

f. Bring or discharge any firearm on the cemetery grounds, except in the conduct of military funerals.

g. Carry intoxicants into the cemetery grounds, or consume such while in the cemetery.

h. Advertise on cemetery grounds unless permitted by the City.

i. Conduct her/himself in any other than a quiet and respectful manner while on the cemetery grounds.

III. TRAFFIC REGULATIONS

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

No person shall:

a. Drive a vehicle within the cemetery at a speed in excess of ten (10) miles per hour.

b. Drive or park a vehicle on other than established driveways except for the purpose of maintenance or construction.

c. Turn a vehicle around within the cemetery except by following established driveways.

d. Use a cemetery driveway as a public thoroughfare.

IV. MAINTENANCE AND PERPETUAL CARE

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

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

V. OPERATIONAL REGULATIONS

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

a. Corners of all lots will be marked by the City, or its designated contractor, with permanent markers set flush with the ground surface, and these shall not be disturbed.

b. The erection of any fence, railing, wall, coping, curbing, trellis, or embankment, or the planting of any hedge, on any lot or grave is prohibited. No cutting of paths shall be permitted.

c. The City, or its designated contractor, shall have the right to remove from any lot any objects, including trees and shrubs and flower pots that are not in keeping with the appearance of the cemetery.

d. Ironwork, seats, vases, and planters shall be allowed on lots, providing that the same shall be kept in good repair and well painted. If not kept in good repair and painted, the Superintendent shall have power and authority to remove same from cemetery, and shall not be liable for any such removal.

e. Planters of iron or granite for the planting of flowers will be removed from lots and put in storage if not filled by July 1st. Planters so removed will be sold for cartage and storage charges, or destroyed, if not claimed within a period of one year.

f. No person shall plant, cut down, remove, or trim any tree, shrub, or plant within the cemetery except by permission of the Superintendent, or a person authorized by him/her to act in his/her stead in matters pertaining to the cemetery.

g. The planting of flowers on any lot, or otherwise disturbing the sod, shall release the City or its designated contractor from all obligation to resod without extra charge therefore. The planting of spirea, rose bushes, peonies, or shrubs that grow over three feet in height, will not be permitted.

h. As soon as flowers, floral pieces, potted plants, flags, emblems, etc., used at funerals or placed on grave at other times, become unsightly or faded, they will be removed, and no responsibility for their protection will be assumed, except for special groups upon notification to the City or its designated contractor.

i. The Superintendent reserves the right to remove from beds, graves, vases, planters, or other containers, all flowers, potted plants, or other decorations, that are set out and then not kept properly watered, trimmed and free from weeds, and to do so as soon as they become objectionable.
VI. MONUMENTS, GRAVE MARKERS AND FOUNDATIONS

MONUMENTS

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

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

a. Each monument shall be supported on a concrete foundation not smaller than the base of the monument it supports. Such foundation shall be constructed only by the City or its designated contractor after payment therefore has been made. Foundations will be installed April to November, weather dependent, as determined by the Superintendent. Requests received after November 1st will be held until conditions allow for installation.

b. Designs for monuments must be submitted to the Superintendent or to a person designated by him/her to act in his/her stead, when application is made for construction of foundations. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial.

c. No monument of artificial stone, sandstone, limestone, or soapstone will be permitted.

d. All contractors and workers engaged in setting monuments shall be under the supervision of the Superintendent or a person designated by him/her, and they will be held responsible for any damage resulting from their negligence or carelessness. No work of setting monuments shall be started that cannot be completed by the end of the day following the start of such work.

e. No monuments shall be allowed in the flush sections.

MARKERS

a. Markers shall not exceed 1 ½ feet in height and shall have a minimum horizontal dimension at the base of not less than half of the height. All markers shall be in one piece, and shall be dressed on the bottom at right angles to the vertical axis. These measurements do not apply to government issue markers.

b. Individual markers can be sod set without a concrete foundation.

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

a. No structures shall be placed or constructed by anyone other than employees of the City or its designated contractor in the area of Greenwood Cemetery designated as the “Flush Memorial Section”.

b. Bronze or granite markers only, set flush with the turf, will be permitted in this section. No structures which would extend above the ground level shall be permitted.

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

FLUSH MEMORIAL SECTION – AREAS PLOTTED AFTER JANUARY 1, 2015

a. On grave spaces in Sections B, C, D, K, L, and O, all memorials on new lots plotted after January 1, 2015, must be installed at lawn level. Memorials can be individual markers measuring 24” x 12” x 4” or 16” x 24” x 4” or companion memorials over two (2) graves measuring 48” x 12” x 4”.

b. The memorials must be made of acceptable bronze or granite material and set at lawn level.

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

VII. FUNERALS, INTERMENTS AND DI SINTERMENTS

INTERMENTS

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

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

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

No grave shall be dug closer than six (6) inches from the line of any lot.
In all full burial interments, the casket shall be enclosed in a permanent outside container. Such outside container shall be installed by the funeral director, vault company, or the City’s designated contractor.

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

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

The City must be notified through the City Clerk or its designated contractor, of the time and exact location of proposed interments in time to allow not less than ten (10) hours of daylight to prepare the grave. If notification occurs less than 10 hours of daylight prior to burial, overtime charges will apply.

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

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

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

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

**DISINTERMENTS**

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

VIII. BURIAL RIGHTS POLICY

Lots purchased from the City after October 1, 2014:
- Full grave
  - One casketed remains and two cremated remains
  - or -
  - Up to three cremated remains
- Cremation grave
  - 3 x 2 feet    one cremated remains
  - 3 x 4 feet    two cremated remains

Lots purchased prior to October 1, 2014:
- Full grave
  - One burial right per grave (To add a burial right for cremated remains, must purchase each additional right of burial in the grave. Up to two cremated remains.)
  - or -
  - One cremated remains (To add a burial right for cremated remains, must purchase each additional right of burial in the grave. Up to two cremated remains.)

IX. LOT RESALE POLICY

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

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

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

X. SCHEDULE OF FEES AND CHARGES

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

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

- October 18, 1971 Resolution No. 1434-71
- February 13, 1984 Resolution No. 02-97-84
- February 23, 2009 Resolution No. 02-52-09
- December 17, 2012 Resolution No. 12-356-12
- August 10, 2015 Resolution No. 08-174-15
Chapter 34 - CEMETERIES

FOOTNOTE(S):

--- (1) ---

Cross reference— Administration, ch. 2.

State Law reference— Municipal control and perpetual maintenance of cemetery lots, MCL 128.1 et seq.

ARTICLE I. - IN GENERAL

Secs. 34-1—34-25. - Reserved.

ARTICLE II. - GREENWOOD CEMETERY

Sec. 34-26. - Supervision.

The care, maintenance and operation of Greenwood Cemetery in the city shall be under the supervision and control of the city manager.

(Code 1963, § 3.41)

Sec. 34-27. - Sale of lots.

The sale of the lots in Greenwood Cemetery, and the issuance of burial and other permits pertaining to the use of lots in the cemetery shall be under the control and supervision of the city clerk. Upon payment of an administrative fee in the amount set forth in the schedule of fees, charges, bonds and insurance, such clerk shall record all sales and transfers of lots in the cemetery. The clerk shall keep an accurate record of all interments in the cemetery.

(Code 1963, § 3.42; Ord. No. 1507, § 3.42, 11-25-91; Ord. No. 2010, 2-8-10)

Sec. 34-28. - Rules and regulations.

The city manager may adopt such rules and regulations for the control of Greenwood Cemetery, for the conduct of persons therein, and governing the charges for lots, burial spaces and services, as he may deem necessary. Such regulations shall, when approved by resolution of the city commission, have the full force and effect of law, and shall be binding upon all persons in and about the cemetery. All such regulations shall be available to the public at the office of the city clerk, and elsewhere as the manager may direct.

(Code 1963, § 3.43)

Sec. 34-29. - Perpetual care fund.

(a) Establishment of fund; name. The city hereby establishes, subject to the control of the city commission, a fund separate and apart from all other funds, property or securities belonging to the city, or belonging to any other entity, for the perpetual care and maintenance of Greenwood Cemetery property owned by the city, together with its buildings and appurtenances, any extension or enlargements thereof, and any mausoleum or burial crypts thereon. All deposits hereafter deposited with the city pursuant to this section and earnings thereon (such deposits and earnings being
hereinafter referred to collectively as "Care Funds"), shall be administered in accordance with Act 215 of 1937 (MCL § 128.1 et seq.) and the terms of this section. The perpetual care fund hereby established shall be known as the Greenwood Cemetery Perpetual Care Fund.

(b) **Deposits.**

(1) **General.** The city shall set aside and deposit within the perpetual care fund, within the time period required by law, the amount of funds required by the Act. The city agrees to accept care funds paid in accordance with this section and to maintain such amounts and records as are necessary to carry out its obligations.

(2) **Multiple care funds.** The city may establish more than one care fund as specified by the city commission, provided that the procedures and requirements for establishing a care fund, under this section are complied with separately for each separate care fund. Each separate care fund shall be handled by the city in like manner as if each such care fund were governed by its own separate and distinct agreement with terms identical to those contained herein.

(3) **Rejection of donation.** The city reserves the right to reject any donation.

(c) **Investments.** The city is hereby expressly authorized and empowered to manage the care fund in accordance with Act 20 of 1943 (MCL § 129.91), as amended and within the parameters of the city's investment policy as adopted by the city commission and conforming to all statutes governing the investment of public funds.

(d) **Distribution of income.** The ordinance of the care fund shall be held intact by the city pursuant to the terms herein, and any interest and dividends (i.e. income, generated from the principal of the care fund) shall be paid for the care and maintenance of the cemetery. For purposes of this section, net capital gains shall be treated as principal. To the extent that income so generated is not immediately paid, such income shall be retained and shall be characterized as undistributed income.

(e) **Records.** The city shall maintain such records for each care fund and will evidence the amounts received for deposit, the amounts disbursed and withdrawn, the total amount of care funds held and the location, description, and character of the investments of the care fund.

(f) **Reports.**

(1) **Annual.** The city shall provide an annual (fiscal year, July 1 through June 30) accounting as of June 30 of each year.

(2) **Other.** The city will furnish such additional reports or information related to the care fund as may be required by ordinance and as may be required by the city or the state.

(Ord. No. 2145, 10-13-14)

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)
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Existing Fee</th>
<th>Proposed Fee</th>
<th>Change Code</th>
<th>Staff</th>
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</thead>
<tbody>
<tr>
<td><strong>Fumigation (58-141)</strong></td>
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<tr>
<td>Fumigation Contractor, annual fee</td>
<td>$ 50.00</td>
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<td>Fumigation permit, per event</td>
<td>$ 25.00</td>
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<tr>
<td>Insurance (58-144): Standard insurance requirements plus</td>
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<td>environmental impairment/pollution liability coverage</td>
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<tr>
<td><strong>Garage Public (54-26) - Annual Fee</strong></td>
<td></td>
<td>$ 50.00</td>
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<tr>
<td><strong>Going out of Business (State Law)</strong></td>
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<td>Up to 30 days</td>
<td>$ 50.00</td>
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<td>Limit two renewals, each</td>
<td>$ 50.00</td>
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<td><strong>Greenwood Cemetery (126-26)</strong></td>
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<tr>
<td>Grave space accommodating one full burial or three cremations</td>
<td>$ 3,000.00</td>
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<tr>
<td>Additional Rights of Burial for cremated remains, each</td>
<td>$ 750.00</td>
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<tr>
<td>Grave space accommodating two cremated remains</td>
<td>$ 2,000.00</td>
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<tr>
<td>Grave space accommodating one cremated remains</td>
<td>$ 1,000.00</td>
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<tr>
<td>Administrative fee for transfer of grave ownership</td>
<td>$ 150.00</td>
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<tr>
<td><strong>Interment and disinterment fees</strong>:</td>
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<tr>
<td>Cremation</td>
<td>$ 750.00</td>
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<tr>
<td>Full Burial</td>
<td>$ 1,200.00</td>
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<tr>
<td><strong>Foundation charges for markers &amp; monuments</strong>:</td>
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<tr>
<td>Foundation Installment - per linear foot</td>
<td>$ 125.00</td>
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<td><strong>Marker or monument resets</strong>:</td>
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<tr>
<td>Foundation installation charge as per above schedule, plus an hourly</td>
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<td>charge for removal of old foundation</td>
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<tr>
<td><strong>Weekend, holiday, and overtime interments</strong>:</td>
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<tr>
<td>This fee in addition to the normal interment fee charged during</td>
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<td>regular working hours.</td>
<td>$ 400.00</td>
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<tr>
<td><strong>Horse Drawn Carriages (122-71)</strong></td>
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<tr>
<td>Company, annual fee</td>
<td>$ 50.00</td>
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<tr>
<td>Carriage, each vehicle annual fee</td>
<td>$ 50.00</td>
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<td><strong>Insurance</strong>: Standard insurance requirement, with coverage to include</td>
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<td>premises liability; personal injury liability; products liability; and horse or horses liability. (122-75)</td>
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<tr>
<td><strong>Hotels/Motels annual fee</strong></td>
<td>$ 75.00</td>
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<tr>
<td>1-50 Rooms</td>
<td>$ 300.00</td>
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<td>50+ Rooms</td>
<td>$ 500.00</td>
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<td><strong>Initial Merchants</strong></td>
<td>$ 100.00</td>
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<td><strong>Kennels (See Animals)</strong></td>
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<tr>
<td>Lumberyard annual fee</td>
<td>$ 50.00</td>
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<tr>
<td>Marriage Ceremony Fee</td>
<td>$ 10.00</td>
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<tr>
<td>Mechanical Amusement Device each device annual fee</td>
<td>$ 50.00</td>
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<td>(Subject to additional fees and requirements for regulated use.)</td>
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<tr>
<td><strong>Motor vehicle rentals (122-26)</strong></td>
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<tr>
<td>Annual fee</td>
<td>$ 50.00</td>
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<tr>
<td>Insurance: Motor vehicle liability insurance conforming with Michigan</td>
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<tr>
<td>Vehicle Code § 520: $20,000 per person/$40,000 per accident for bodily injury claims/$10,000 for property damage per occurrence.</td>
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<tr>
<td><strong>Open Parking Stations annual licenses (27-428)</strong></td>
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<td>Lots accommodating 25 cars or less</td>
<td>$ 100.00</td>
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<tr>
<td>Lots accommodating 26-50 cars</td>
<td>$ 125.00</td>
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</tbody>
</table>
On June 20, 2016, the City Commission and the Planning Board conducted a joint meeting to discuss current planning issues. The joint meeting was a workshop format, and as such, no formal direction was provided at the meeting. Based on the discussion conducted at the joint meeting, the City Commission may wish to provide direction on each of the following topics. Please note that both an updated lot consolidation process and an updated public project review process are currently being prepared, and will be presented under separate cover when complete.

(1) Transitional Zoning (TZ2 District)

Background:
In September 2015, the City Commission held a continued public hearing on the transitional zoning proposals for many properties that had been identified as transitional properties given their location on major streets, and their proximity to both commercial and single family uses. After much discussion and public input, the City Commission took action to create the TZ-1 and TZ-3 zoning classifications, and rezoned several properties into each of these zone districts. However, the City Commission referred the portion of the ordinance related to TZ-2 back to the Planning Board, along with those properties that had been recommended for rezoning to the new TZ-2 zone district.

The Planning Board has since conducted further study on the proposed TZ-2 zone district intent, development standards and permitted uses. The Planning Board remains committed to their previous recommendations on the intent and development standards for the proposed TZ-2 district, but conducted a further review of the permitted uses recommended in TZ-2. The Planning Board also evaluated each use proposed for TZ2 in relation to the uses permitted in TZ1 and TZ3 to ensure a graduated use system was proposed. Consensus at the Planning Board level was reached on which uses should be permitted in each of the transitional zoning district.
**Suggested Action:**

To direct staff to work with the Planning Board to prepare a narrative on the recent study of transitional zoning including the following:

(i) What initiated the transitional zoning study;
(ii) What options have been considered to date; and
(iii) A comparison of existing O1 and O2 uses in relation to the proposed TZ2 uses.

And further, to direct the Planning Board to review the number and type of uses proposed to be permitted in TZ2, outline the next steps planned, and to conduct a public hearing with sufficient public notice to gather input on the proposed changes and develop a recommendation based on input received that can be forwarded to the City Commission.

(2) **Commercial Development Parking Requirements**

**Background:**
Currently, parking is required to be provided for all commercial uses on properties that are not located within a Parking Assessment District (“PAD”). Many commercial uses fall under the office or retail classification, which requires one parking space / 300 sq.ft. of building space. Other common commercial uses include medical office space, which requires one parking space / 150 sq.ft. of floor area, restaurants, which require one parking space / 75 sq.ft., and barber shops, beauty salons and tanning salons which require two off-street parking spaces per service chair, booth or bed, or 1 off-street parking space per 300 sq.ft. of floor area, whichever is greater.

The availability of parking is an ongoing concern, particularly in the downtown area where demand is high. The need to increase the parking requirements has been raised to alleviate parking concerns. However, increasing the parking requirements for commercial uses may resolve parking issues in some areas of the City, but will not alleviate parking problems in the downtown area as most of the CBD is within the Parking Assessment District. All properties located within the PAD are not required to provide any off-street parking on site, regardless of use as they have paid into the public parking system.

At the same time, a desire to reduce or eliminate parking standards has also been raised in order to reduce the cost of development, thus reducing the amount charged for the sale or lease of building space. The Planning Board has discussed this issue several times over the past 10 years, and has reduced the parking requirements for senior living options, and removed the parking requirement for outdoor dining areas. Both of these decisions were made to encourage senior living developments and outdoor dining options in the City, and this strategy has successfully attracted both as desired.

**Suggested Action:**

To direct the Planning Board to review the parking requirements for private developments, including but not limited to, considering the possible reduction of parking standards for residential units, and considering the impacts of multi-modal transportation options on the
required number of parking spaces; and further to direct staff to include a discussion on parking requirements in the City-wide master plan update.

(3) Existing Commercial Non-Conforming Buildings

Background:
Currently, the City has several legal, non-conforming commercial buildings throughout the downtown. Concerns often arise with regards to the non-conforming height and bulk of these buildings, and the desire to make improvements or changes to these buildings. Recently, the owners of 555 S. Old Woodward expressed a desire to renovate and potentially expand the existing building, by replacing the exterior building curtain wall system, adding new residential units along S. Old Woodward, as well as adding an addition to the south of the existing residential tower for new retail space and residential units. It was determined that many of the proposed renovations and additions were not permitted as the building was legal non-conforming, and non-conformities could not be increased without seeking numerous variances from the Board of Zoning Appeals. The Planning Board began discussions regarding options to render the existing building at 555 S. Old Woodward as a legal, conforming building that could then be renovated and expanded. Planning Board members discussed addressing other non-conforming buildings with ordinance amendments and to review proposed ordinance amendments within the spirit, vision and context of the entire downtown, and not to create a new zoning classification around a specific building.

In addition to the 555 S. Old Woodward building, the Merrillwood Building and Birmingham Place are also legal non-conforming buildings with regards to their height and bulk. The Planning Board and the City Commission discussed ordinance amendments that would allow the renovation or expansion of non-conforming buildings such as these to ensure their relevance and viability in the future.

Suggested Action:
To review the non-conformance provisions pertaining to commercial buildings to provide specific requirements that allow for changes to non-conforming buildings for the maintenance and renovation of existing buildings consistent with those permitted for residential buildings and structures.

(4) Definition of Retail

Over the past decade, there has been an ongoing desire by City Boards and Commissions to review the current definition of retail to ensure that we are encouraging true retail downtown, and not allowing office and other service uses to dominate.

One of the key issues exists around the definition of “Retail Use” in the Zoning Ordinance. Many people would like the Retail Use definition to be more specific in terms of what types of businesses are permitted, while others believe the current definition is sufficient and already allows the right mix of uses to occur organically downtown. The existing definition for Retail Use and the related definitions are stated in Article 9, section 9.02 of the Zoning Ordinance as follows:
**Retail Use:** Any of the following uses: artisan, community, commercial, entertainment (including all establishments operating with a liquor license obtained under Chapter 10, Alcoholic Liquors, Article II, Division 3, Licenses for Economic Development), bistro or restaurant uses.

**Artisan Use:** Any premises used principally for the repair, manufacture, and sale of domestic furniture, arts, and crafts. The work must take place entirely within an enclosed building using only hand-held and/or table-mounted manual and electric tools.

**Community Use:** Premises used principally for education, worship, cultural performances, and gatherings administered by nonprofit cultural, educational, and religious organizations; premises used principally for local, state, and federal government, administration, provision of public services, education, cultural performances, and gatherings.

**Commercial Use:** Premises used generally in connection with the purchase, sale, barter, display, or exchange of goods, wares, merchandise, or personal services.

**Office:** A building or portion of a building wherein services are performed, including professional, financial (including banks), clerical, sales, administrative, or medical services.

As defined in Article 9, retail uses include the direct sale of products from the premises, but also include restaurants, entertainment and personal services. Both the Planning Board and the Birmingham Shopping District Board have expressed concern with this definition, and have considered alternative definitions for retail to tighten the definition of retail to include only shops which sell products, not financial, real estate or other such services. On the other hand, many property owners have concerns about tightening up the definitions as they desire the flexibility to lease space to a wider range of users to avoid vacancy.

**Suggested Action:**

To direct the Planning Board to study the following:

(i) To evaluate the success of the red line retail district in Downtown Birmingham to determine if the intended objectives are being met;

(ii) To study the existing definition of retail in the Zoning Ordinance and recommend any needed amendments to the definition; and

(iii) To review all retail-related requirements contained in the Zoning Ordinance and recommend any needed amendments.

**Dormer Considerations**

**Background:**
Over the past couple of years, residents have questioned the number of stories within recently constructed homes. The concern is that some of the homes appear to be three stories in height when the Zoning Ordinance allows only two. The ordinance does limit the number of stories in all single-family districts to two, but also allows a portion of the attic to be habitable. Habitability...
Attics are typically located behind dormers projecting from the roof of the home. Dormers are utilized to provide windows and additional ceiling height within the habitable attic. Article 9, section 9.02 of the Zoning Ordinance defines dormer and habitable attic as follows:

**Dormer:** A subunit of a main structure interrupting a roof slope of the main roof structure with its own walls and roof, and characterized by the roof shape of the dormer including but not limited to: flat, deck, hipped, shed, gabled, inset, arched, segmental, and eyebrow style roofs.

**Habitable Attic:** An attic which has a stairway as a means of access and egress and in which the ceiling area at a height of 7 feet, 4 inches above the attic floor is not more than one-third of the area of the next floor below.

The Zoning Ordinance does not regulate the maximum width of dormers on single-family homes. The Building Department has been applying the regulations of the detached garage limits (50% of the elevation) to regulate dormer size, but there is no language in the ordinance to limit dormers on houses. The increased width of these dormers on smaller lots began when the Building Code lowered the minimum ceiling height from 7.5 feet to 7 feet about fifteen years ago. That change lowered the minimum code ceiling height to less than the 7 feet, 4 inch limitation in the ordinance definition and effectively increased the allowable area for habitable attics. In theory, a habitable attic with a ceiling height between 7 feet and 7 feet, 4 inches is not limited in area. The Building Department has been strongly encouraging the living space of the habitable attic be limited to 1/3 of the second floor to follow the intent of the Zoning Ordinance.

**Suggested Action:**

To direct the Planning Board to review the dormer and habitable attic regulations in the Zoning Ordinance as they relate to current dormer construction trends in residential zoned districts. Specifically, to conduct a detailed public input and review process to:

1. Clarify the types of dormers permissible that project from second story roofs enclosing habitable attics;
2. Provide recommended width limitations for dormers projecting from second story roofs; and
3. Refine the maximum area regulations for habitable attics that would not count as a story.

**Planning Board Action List**

**Background:**
In March of each year the Planning Division prepares an Annual Report to the City Commission outlining the activities of several boards and commissions over the previous year, as well as an action list of identified priority items for consideration over the coming year. In addition, the action lists outline the actions taken to date on each item. From this list, the Planning Board as well as the City Commission has the opportunity to evaluate the Planning Board’s goals and objectives, and make any needed amendments based on current priorities.
Suggested Action:

To direct the Planning Board to revise their 2016-2017 Planning Board Action List to reflect the City Commission’s recent and pending directives as of July 11, 2016.
<table>
<thead>
<tr>
<th>TOPIC</th>
<th>STUDY SESSION</th>
<th>PUBLIC HEARING</th>
<th>STATUS</th>
<th>NOTES</th>
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<tbody>
<tr>
<td>1</td>
<td>Review dormer and habitable attic regulations in SF zones</td>
<td>4/10/13, 4/24/13, 6/12/13, 8/14/13, 8/28/13, 1/22/14</td>
<td>7/13/16 PB</td>
<td>As directed by the City Commission on 7-11-2016</td>
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<td>3</td>
<td>Glazing Standards</td>
<td>2/27/13, 4/10/13, 4/24/13, 5/8/13, 5/22/13, 6/12/13, 7/24/13, 8/29/13, 9/11/13, 11/13/13, 1/8/14, 3/12/14, 10/8/14, 2/25/15, 4/08/15, 5/15/15</td>
<td>10/9/13, 2/26/14, 4/9/14, 4/23/14, 6/24/15 PB, 08/24/15 CC</td>
<td>In Progress</td>
</tr>
<tr>
<td>4</td>
<td>Height in MX district</td>
<td>6/22/2016</td>
<td>7/27/2016</td>
<td>Allow 10' height for rooftop mechanical equipment</td>
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<tr>
<td>6</td>
<td>Parking Requirements</td>
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<td>As directed by the City Commission on 7-11-2016</td>
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<tr>
<td>7</td>
<td>Definition of Retail</td>
<td></td>
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<td>As directed by the City Commission on 7-11-2016</td>
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<tr>
<td>8</td>
<td>Address allowable changes for commercial non-conforming buildings</td>
<td></td>
<td></td>
<td>As directed by the City Commission on 7-11-2016</td>
</tr>
<tr>
<td>9</td>
<td>Consider looking at principal uses allowed and add flexibility(&quot;and other similar uses&quot;)</td>
<td>1/22/2014, 11/14/14, 1/28/15, 1/11/15</td>
<td>3/11/2015</td>
<td>In Progress</td>
</tr>
<tr>
<td>10</td>
<td>Potential residential zoning changes: MF &amp; MX garage doors, garage house standards, dormers</td>
<td>2/27/08, 9/24/08, 10/20/08 (PB/CC) 10/10/09 (LRP) 10/17/2011 (Joint with CC) 1/22/2012 (LRP) 4/24/13</td>
<td>5/8/13</td>
<td>In Progress</td>
</tr>
<tr>
<td>13</td>
<td>Regional Planning Projects</td>
<td>6/12/13, 11/13/13, 10/9/13 (LRP)</td>
<td>Ongoing</td>
<td>Woodward Complete Streets and Woodward Alternatives Analysis</td>
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<tr>
<td>14</td>
<td>Wayfinding</td>
<td>On Hold</td>
<td>Implement way finding plan</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Southern Downtown Overlay Gateway</td>
<td>5/13/2015, 6/10/2015, 7/08/2015, 9/09/2015, 9/30/2015</td>
<td>In Progress</td>
<td>Consideration of a new D5 overlay zone requested by the owners of the 555 Building</td>
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<tr>
<td>16</td>
<td>Medical Marijuana</td>
<td>2/25/2015</td>
<td>On Hold</td>
<td></td>
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I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
Rackeline J. Hoff, Mayor called the meeting to order at 7:30 PM.

II. ROLL CALL
ROLL CALL: Present, Mayor Hoff
Commissioner Bordman
Commissioner Boutros
Commissioner DeWeese
Commissioner Harris
Mayor Pro Tem Nickita
Commissioner Sherman

Absent, None

ROLL CALL OF PLANNING BOARD:
Present, Mr. Clein, Chairperson
Ms. Boyce
Mr. Boyle
Mr. Jeffares
Mr. Koseck
Ms. Lazar
Ms. Prasad, alternate member (arrived at 7:32 PM)
Mr. Share, alternate member
Mr. Williams

Administration: City Manager Valentine, City Attorney Studt, Deputy Clerk Arft, City Engineer O’Meara, City Planner Ecker, Assistant City Planner Baka, Building Director Johnson

III. ITEMS FOR DISCUSSION
City Manager explained the meeting format. The city-wide master plan will be discussed, followed by discussion on various issues facing the city regarding land use. No action is anticipated this evening on any of the items. We envision there will be a consensus-driven discussion at the end as to which items are to be brought back to the City Commission to act on formally and provide direction on those issues for the Planning Board.

Public participation will be included as each item is concluded.

A short presentation outlining each item will be made by staff.

Mayor Hoff noted that they hope to have interaction here and gain consensus on how to prioritize the many issues. Through the discussion tonight we will try to prioritize and give the Planning Board some direction on next steps.

A. City-wide Master Plan Update
Assistant Planner Baka noted that the most recent comprehensive master plan was completed and adopted in 1980. Since that time, there have been sub-area plans and overlay plans that have been implemented and are essentially master plan updates, including the 2016 plan in 1996, the Eton Road corridor plan in 1999, and the Triangle plan in 2007. Also the Alleys and Passageways plan was done in 2012, and the Multi-Modal plan in 2013. All of those have been used to guide development throughout Birmingham. The discussion has been whether it is time to do a comprehensive master plan update. It has been suggested that with the sub-area plans being fairly recent, generally it is thought it may not be necessary to overhaul the master plan but tie all of the plans together in a way that creates a consistent and comprehensive guide for the future development. The 1980 plan contains outdated demographic and statistical information. The projections were for 20 years out.

Staff provided a sample RFP of the types of things thought to be important to include in the plan, and certainly, public participation is at the top of the list. If the Commission and Planning Board wants to move in that direction, staff would pursue a formal RFP and begin the process.

Mayor Hoff noticed much information to be updated is objective data and she is not certain why we need an outside consultant for that.

Mr. Valentine said part of the reason is the need for a process facilitated by an outside consultant. He agreed that the data analysis is certainly something staff could do, but the public involvement process is more defined, and that process needs to be driven by a hired consultant to insure all public input that is desired is included in the process.

She confirmed that this is scheduled for the 2016-17 budget. She noted that this is not as much a discussion topic, since we are going to move forward.

Ms. Bordman said that she was disappointed after reading the sample RFP and the memo. She did not think it asked for new ideas especially in the residential areas. She did not see a place for this visionary look at the plan.

Ms. Ecker noted that this would be addressed, but this is not going to be a comprehensive master plan. If Birmingham was a community that did not have any sub-area plans or any master plans, then a comprehensive master plan would be needed. She does not envision that we would start from scratch because Birmingham has been consistent in knowing where it wants to go in the different commercial areas. It is more fine tuning some of the areas that have almost been left out by the sub-area plans, such as the residential neighborhoods and the some of the sensitive zones between the residential neighborhoods in downtown.

Mr. Koseck said master plans should be about discovery, gathering information and analyzing information and presenting it. He would like to find someone who has creativity and can help the city connect the dots after analyzing the information. He thinks it requires a specific and unique expertise. In his opinion, the 2016 plan was very successful. He does not think a one day workshop with the public will gather enough information. The influence should be equally shared by people who live in and who have businesses in the community. He said the Planning board references the plan often. He does not want to shortchange the design piece, and suggested giving at least another day or two of workshops.

Mr. Klein agreed that more public engagement is needed and asks for a detailed public engagement plan.
Mr. Boyle thought the 1980 plan did not connect with the public until the vision was completed and presented. He agrees that we need public involvement in the planning process and let the staff and consultants keep the process moving to end up with a product acceptable with everyone in the city.

Commissioner Harris asked if this RFP mirrors the RFP issued 20 years ago for the 2016 plan since he understands it was considered to be successful. Ms. Ecker said that neither she nor Mr. Baka were employed with the city in 1996 when the 2016 plan was written and she has been unable to locate the RFP. She said the last direction staff received from the previous commission was to update the data and pull all the sub-area plans together. She agrees that the 2016 plan was more involved.

Mr. Jeffares said he views this as a strategic plan of our city. He agreed that the Planning Board relies on the plan in every decision that is made. His opinion that there have been several sea changes and doing something like this may not capture the changes. He referenced plans for electric vehicles in the near future and planning for it in the city. He thinks we need to be more all encompassing and stretching a bit more on this.

Commissioner DeWeese missed vision and direction as to where we want to go and how we get there. Residents have a vision of how neighborhoods should be and how the city acts in regard to that. It is all about integration and the perspective. He thinks we need a broader scope and to pay more attention to the vision that people have. He noted the trend in the community for big homes on small lots, and may be coming more narrow in terms of economic perspective due to need for more wealth in order to live here. We need a community consensus of what we want the community to be, and he thinks this was missing. He wants to see a document that gives us a direction and vision. It may be implied, but it was not explicit.

Commissioner Nickita thinks the RFP has to be carefully drafted. He thinks it is a matter of the right consultant to help orchestrate the very solid planning efforts that have been successfully implemented. Also, to look at the gaps that have not been looked at for many years and put it all together. He thinks we can find a consultant if we clearly define the expectations. He thinks someone needs to recognize what the city has brought to the table already, and then orchestrate it with the neighborhoods and seam it together.

Mr. Williams noted that the plans that have been approved are basically touching on commercial areas as they impact the residential areas. He would like to focus on the neighborhood input and that is different from what the city has done in the past. He said the master plan is not comprehensive as it pertains to some of the neighborhoods and some of the transitional areas but more importantly from a future planning standpoint of how the neighborhoods fit into the dynamics of the entire city. We cannot sit back and pretend that an outside entity will be successful at getting the input of the residents. That is up to the Planning Board and City Commission to reach out to the residents.

Mr. Jeffares agreed that the plans that have been implemented are good and need to be looked at now with a vision to the future to make sure they will continue to work. This plan could have a dramatic effect on the neighborhoods.

Mr. Valentine expected to hear comments about the process by which the plan is updated. Staff will go back and rework it based on the comments made and show everyone another draft for any other comments and then move forward with the process.
Ms. Ecker explained for Ms. Prasad that what generally happens in the RFP process is to advertise and invite proposals. In the past, a steering committee or a board or committee has been used to review the proposals along with staff. A number of top candidates are selected and will be invited to interview with the committee and the City Commission and a final consultant is chosen. Mr. Valentine confirmed that this would be done in the fiscal year beginning July 1. It will go through the process at this level to make certain that what is wanted in the RFP is included. It may be this fall or later.

Ms. Ecker stated the selection process would be included in the RFP. This evening was a review of the scope of service.

Mayor Hoff asked for public comments.

Paul Reagan, 997 Purdy, expressed concern about buffers contained in the master plan, emphasis by the city on commercial planning only, at the expense of neighborhoods. He is fearful for property values of homes. He stated that this process has to be neighborhood-centric when moving forward.

DeAngelo Espree, 505 E. Lincoln, asked if there is any plan for a common meeting place for all residents. Ms. Ecker said the master plan does not have a specific recommendation to provide a community center, but over the years there have been many discussions with the expansion of the YMCA and the Barnum property, but nothing has so far moved forward. It was noted there has been no discussion about expanding or adding another Department of Public Services building, nor is there a present need.

Mayor Hoff summarized that the comments heard tonight will be incorporated into a new proposed RFP which will come back to the commission.

B. Transitional Zoning (TZ2 District)
Ms. Ecker summarized the transitional zoning issues already adopted. She noted the Planning Board has been studying TZ2 district properties. The board is looking for some direction from the City Commission as to what they would like to see and also share what the board has done so far. She said the uses are always the biggest issue. The board has come up with a new proposal and would like the commission to weigh in.

Some uses in TZ2 have been eliminated, shifted around as to which are allowed as of right, and which are allowed as a special land use permit only, and looking at them clearly in relation to TZ1, TZ2 and TZ3. There was some concern that maybe there was a big jump from TZ1 to TZ2 and not a graduated system that would make it a seamless transition from TZ1 to TZ2 to TZ3 so there was a clear differentiation and it moved the most uses to TZ3. If adopted, TZ1 and TZ3 zones which were already adopted, may need to be adjusted.

Mr. Jeffares added that parking requirements were considered carefully. Ms. Ecker said the main focus has been with uses.

Mayor Hoff said traditionally the special land uses are the ones that we want to control the most. She noticed that quite a few special land uses especially in TZ2 have been eliminated and she asked where they have been moved. Ms. Ecker confirmed that some have been moved to other categories. Originally, the board made all of the food-related uses in a special land use permit category. Since then, the board decided the better demarcation would be parking and traffic and the impact to the neighborhood.
Mayor Hoff asked if the food uses have been moved to commercial permitted uses. Ms. Ecker noted that food uses have been moved there in some cases, but not all. Bank or credit union with a drive-thru have been removed due to the traffic and circulation issue for the neighborhood.

Ms. Boyce said they realized that other ordinances are in place that define noise, smell, and dumpsters, so there are other controls over those uses. Parking is more challenging. It was felt that controls are in place already to be able to put something like a bakery as a permitted use in TZ2 rather than as a special land use.

Commissioner DeWeese said part of the issue here is a different vision of the residents among themselves. Some like a more urban vision, while others that do not want them close to their homes. He has not heard complaints about the layout and structure, but has heard people complain about the uses. He thinks it would be better to have fewer permissible uses in the beginning. He said the basic notion is that it is a buffer for residential areas. He is leery about special land uses, and feels the public does not trust the special land use process. The cost burden of a special land use permit is high in both time and money to a small business owner. We want to find the uses that are acceptable, minimize the use of special land use permits and begin with fewer uses and add more in the future, if appropriate.

Commissioner Harris asked whether TZ2 should just apply in certain areas or be available generally for applicants. Ms. Ecker said there was some discussion about that and they are looking for some input from the commission in that regard. The biggest problems fall into the TZ2 category.

Mayor Hoff noted that the commission did designate specific properties for TZ1 and TZ3. Ms. Ecker agreed, and said that was the original proposal for TZ2 as well, so the board is looking for specific feedback from the commission: should they continue to study the specific properties and determine if TZ2 is a good fit, or present the TZ2 ordinance and let the commission decide to create the district and let people apply individually to come in. The Planning Board has not had a public hearing on it yet, so it is still in the draft stage.

Commissioner Sherman noted that the comments received at the commission’s TZ2 public hearing were concerns about uses in the TZ2 area. The idea was to restrict the uses more than they were, and move things to areas where we could control them or add them in later. This draft expands the uses in the area, and reduces the controls rather than increases them. He does not think this has met the objective of what was suggested by the commission. If these areas are designed to protect the neighborhoods, then they need to be looked at from neighborhood side. He suggested fewer uses with more controls that can be relaxed as time goes on if appropriate. He expected to see more under SLUPs, far fewer uses and far less intense uses.

Mr. Boyle asked Commissioner Sherman for specifics. Commissioner Sherman used a delicatessen or specialty food shop as an example. Look at the definition and how is the food prepared or is it packaged. The dry cleaner was originally a special land use and now it is a permitted use. He said things that were agreed to at the time were fine as a special land use and wanted to look at the things that were there that could be done without special land use. Instead, things have been taken out of special land use and made them permitted uses. From
a neighborhood standpoint, we are trying to create a buffer and calm the area between downtown and the neighborhood.

Mr. Williams said they also took things that were in the special land use permit designation and eliminated them entirely, and there are more of those than were added. Of those things that have been eliminated, does the commission agree that some of these should be brought back in. The previous commission was generally unspecific.

Ms. Boyce said it is helpful to go back and look at what is permitted in O1 and O2. When she compares the list side by side, the new one has a lot less permitted uses.

Mr. Clein requested more specific direction. Mayor Hoff agreed with him, and the new commission has not discussed each of the new uses.

Commissioner Nickita said it is important to recognize why it was done in the first place. The fundamental issue is to recognize there was a lot of inconsistencies, edge conditions with no controls, inappropriate uses in the perimeter transitional zone. The effort so far has organized and recognized the gaps and issues and inconsistencies and pulled it all together. Now it is a matter of refining it. When we talk about this, we want to make sure we are up to speed on the accomplishment and value of what has been done. He encouraged the commission to have a dialog on that level. The land use is only one discussion.

Commissioner Harris agreed that the new commission would be helped by seeing the comparisons to O1 and O2, and in that way the degree of change can be assessed.

Commissioner DeWeese would like the board to consider there may be some areas where some of the uses are acceptable because they are not right next to residences. He said we still need to do the follow-up.

Commissioner Boutros said we agree we need to move forward and identify first if we need TZ2. If we do, we have identified lots in the area and we need to determine whether these are the final lots, or are we going to open it to even more. We need to determine the reasons why a use should not be there.

Commissioner DeWeese suggested a study session to discuss the reasons as to why this is being done, and what is being done. Then the commission can provide a policy direction, and have the board come back with the details.

Mayor Hoff stated we already approved TZ1 and TZ3. We just have to fine tune TZ2. We already have the reasons for the transition zones. She is hearing that the questions are about the uses, and perhaps we need to have the comparison discussions.

Commissioner Bordman asked is the plan to review the uses.

Mr. Valentine suggested the commission wants to look at the direction this is headed, so that when it goes back to the board, it can continue to do the work that the commission is expecting the board to do.

Commissioner Bordman has listened to the board comments and their thought process about the impact on the neighborhoods of parking and have eliminated the negative impact of
parking. The board carefully thought about what the residents would like to have that would not have a negative impact on the neighborhood. She is highly satisfied with the work done on these uses. She thinks they are compatible with a buffer zone transition area. We ought to concentrate whether we want the document as it is and apply it to specific places, or if we want this document as it is and let the owner apply for this zoning. She thinks that is the commission’s decision.

Mr. Valentine said in terms of process, the commission can draft the ordinance, but that’s not the role of the commission. The function is to provide the input that the planning board is looking for so they can provide the recommendation to the commission in vetting this all out. As opposed to putting specifically what you want, you could bypass the Planning Board, but that is not the intent. The intent is to give the Planning Board the direction so they can finish the work they have started with the clarity and expectation that you are expecting.

City Attorney Studt stated that the political decision is the commission’s. The Planning Board is the body of experts to guide the commission to where the commission wants to go.

Mayor Hoff hears a difference of opinion here. Commissioner Sherman expressed an opinion that is different. She thinks the commission needs to discuss and decide where we go. Mr. Valentine agreed, and said the commission would review it and then provide direction to Planning Board to work out the final details so the commission can then approve it based on a recommendation.

Ms. Lazar asked would a public hearing yield more information to assist the commission. We are considering the importance of the public opinion, and then it can be furnished to the commission. It is an impact on the neighborhoods and we are trying to be sensitive to needs.

Mr. Williams commented that what is missing is the history of the review of O1 and O2 and the types of uses that began years ago. He suggested a narrative to combine with the charts for the public hearing.

Ms. Boyce would like the commission to dive into this more. General direction has not worked so far.

Mr. Koseck thinks most of the issues can be agreed on, if properly presented along with O1 and O2 discussion.

Mayor Hoff requested clarity on agreement where the public hearing should be held.

Commissioner Sherman agrees that it would be good for new commissioners to have the history of this and the comments summarized as part of the narrative for review. The Planning Board and Commission can each have their discussion before a public hearing and get some consensus. The Commission can send some additional direction based on that to the Planning Board so they can finish their work. Ms. Ecker could update her narrative to include what the public comments were and the Commission discussion before presenting it.

Mr. Williams suggested including what the properties are now and what is permitted now and what they would be. Mayor Hoff stated that was presented previously to the Commission.
Commissioner Boutros suggested what people want to know is what might be there. He said not everyone is going to agree. He is unsure that more information is what is needed.

Mayor Hoff suggested that the packet of materials should be some of the information and would be part of the narrative.

Commissioner Bordman thinks it would be an exhaustive waste of time. The board has spent a huge amount of time on this with considerations that she would apply. She does not see anything on the list of uses that is highly burdensome. She does not want to argue with fellow commissioners about the individual uses. We would be spending hours as the Planning Board did debating with each other about the uses. She suggested to have a public hearing so we can get public input, come back to the Commission to decide if we want to apply this to specific property or leave it as an option for property owners.

Mr. Share said the board should have a public hearing, after which the board will make a recommendation to the Commission. The commission can make its decision.

Commissioner DeWeese thinks it would be useful for commission to get the packet as well to become familiar.

Paul Reagan, 997 Purdy, commented that the history is important and neighborhoods have pushed back hard. The concern is intensive uses with cars, and property values. It’s about keeping the encroachment of intensive commercial properties from moving into the neighborhoods.

C. Private Development Parking Requirements

Mr. Valentine stated the intent of these items is not to debate them in general but to have the conversation whether or not these issues should be coming back for further discussion.

Ms. Ecker said two different concerns have been heard over the years. Parking standards for all commercial uses of properties that are not located within a Parking Assessment District (PAD) are in the ordinance. The two central issues for discussion are: 1. Should we have minimum standards and if so, should we change the minimum standards, and 2. Should we have a maximum standard and state that we do not want more parking lots like Adams Square. As for the PAD, on-site parking is not required, except for residential uses. Do we want to provide more public parking throughout the city or not. A different kind of development happens when inside the PAD.

Ms. Ecker commented that those in the PAD have already paid in through special assessment when the parking deck was built.

Mr. Boyle suggested that parking is a feature of the city, and of land use and would like it included in the master plan.

Mr. Williams said we hear all the time there is not enough parking. He agrees city wide, parking has to be dealt with in the master plan.

Ms. Boyce said we should be focusing on the requirement on parking in residential development which drives the price of the residential units, so we are ending up with fabulous million dollar properties in town, but they are not available to everyone who would like to be in the
downtown. One dictates the other and needs to be included in the master plan and discuss where we want the city to be.

Commissioner Nickita said the city has done better than most cities in terms of how we have dealt with parking and how it has driven development. Now there are changes in how people use parking. Because of parking and the parking standards, we cannot get what we want to do in the city core. At the same time, we advocate for significant amount of walkability, increased mobility in terms of non-motorized transportation, and mass transit. There are all kinds of drivers and changes, and we should try to get on top of this as opposed to letting it just happen. He suggested taking an aggressive move of examining the current circumstances in parking and seeing how we can incorporate those as much as possible. He does not think we can do it in the master plan. He thinks that this takes a higher level of involvement, and we may want to consider incorporating some level of dialogue with a parking consultant that understands these complexities and include that into the discussion to drive the way we address our other plans and incorporate that into our master plan. There are many aspects, including future recognition of how things are going to evolve.

Mr. Boyle feels parking standards should be included in the master plan. Discussion continued.

Mark Johnson, non-resident, said the biggest problem is lack of multi modal transportation and suggested the city study alternate ways to move around the city. Currently, everyone must use their car. Study ways to move around the city at the same time the parking issues are discussed.

D. Existing commercial non-conforming buildings
Ms. Ecker described the issue as being several properties that are non-conforming with regards to height, bulk and mass. She provided some history of the buildings in question.

After discussion regarding maintenance and renovations that might be permitted, the number of variances that would be required, it was agreed that the discussion should be continued at the Planning Board level, with direction from the Commission.

There were no public comments.

E. Definition of retail
Ms. Ecker described the issue as the city’s definition of retail in the ordinance, and people who would like the definition to be more specific. She said this comes up at the shopping district level. The retailers downtown want to see more retail. For the most part, the general public wants to see an active retail type use whether it is retail or restaurant. There is some debate on what percentage of each. The building owners have a different view.

Commissioner Nickita thinks this is long overdue for discussion. He feels it needs to be re-examined and cleaned up.

The consensus is to continue discussion on the definition of retail.

There were no public comments.

F. Dormer considerations
Building Director Johnson provided background on this issue. Recently, some houses appear to be three stories tall. The ordinance allows two stories in height for single family residential. It also allows a habitable attic. Dormers are utilized to give some additional height in the living space in the attic. Changes in the code over the years permitted an attic that realistically could be 100% habitable space and meet the requirements of the zoning ordinance and the residential code. Most complaints come from the neighborhoods with smaller size lots.

Commissioner DeWeese said feedback he has received indicates there is no consensus on this from the public. He prefers waiting until we go through the master plan process with residents.

Commissioner Nickita said the Building Department is having trouble legislating this. He said the department needs us to intervene soon and not wait for the master plan process to act.

Commissioner Bordman said it bothers her that the department is put in a bad position because the director does not have direction from the city to manage these requests. We need to have something developed so that the department can be consistent from project to project.

Ms. Boyce thinks the Planning Board can clean it up so there are no questions.

Mr. Boyle thinks we need the discussion with the public as well, and not just regulate this without their input.

Mr. Koseck said this is not a master plan issue, and the department needs some direction. This helps people who design as well.

Mr. Williams suggested bringing some representatives from the neighborhoods also.

Mayor Hoff said this issue will be placed on the Planning Board action list.

There were no public comments.

G. Lot consolidation process
Mr. Johnson provided background on the issue. He indicated that the city code and zoning ordinance lack regulations for lot combinations. There has been an increase in non-typical combination inquiries, which have been denied because they are inconsistent with how the block was intended to develop based on its layout and standard zoning principles for front, rear and side open spaces. Some have been approved by the BZA after being denied.

Commissioner Nickita said this goes to the master plan, and is being driven by the development community. He thinks it is an inappropriate way of city building. In the meantime, we should have a stopgap circumstance that allows the city control. At the very least, he suggested we immediately take a look at the possibility of incorporating some type of review as done in lot splits, and apply it to lot combinations in a similar manner. Then follow up with the discussion in the master plan.

The consensus was that it has to be dealt with now, and will come back to the Commission.

H. Planning Board Action List Review
It was agreed that the Action List be amended following City Commission review and discussion.

I. Public Facilities Review Process

Ms. Ecker said there was a lot of discussion when the fire station went through the public review process. In the past, a courtesy review was done because all of the city properties are zone PP (Public Property) and are not required to follow the same standards that other properties owned privately. Concerns were raised about noticing, public hearings, the process, who had input, what type of standards we would apply. She has offered a review process for discussion purposes.

Ms. Ecker said the Library (Phases 2 and 3) may be renovated potentially. Mr. Valentine said this public facility review process would be more for external type changes, not interior renovations.

Mayor Hoff said she does not think this has the immediacy of the other issues, but does think it is a good idea.

Mr. Jeffares said he does not want to lose track and wait too long to discuss this process.

Mayor Hoff said maybe this is something that staff can do and then go to the Commission, and not to Planning Board.

Mr. Valentine said we have a solid framework for a process that we created going through the fire station project.

There were no public comments.

V. ADJOURN

The meeting adjourned at 10:17 PM

/c
DATE: July 1, 2016

TO: Joseph A. Valentine, City Manager

FROM: Laura M. Pierce, City Clerk

SUBJECT: 2017 City Commission Meeting Schedule

Attached is the proposed 2017 City Commission schedule for review and approval. The City Charter requires the Commission to meet regularly and “not less than twice a month”.

Once the 2017 meeting schedule is approved, the meetings will be published in the City calendar, on the City webpage, and posted in the Municipal Building.

NOTE: The City Commission meetings will be held at 7:30 PM in room 205 of the Municipal Building, 151 Martin. The City Commission / Planning Board workshops will be held at 7:30 PM at the DPS Facility, 851 South Eton.

SUGGESTED RESOLUTION:
To approve the proposed schedule of regular City Commission meetings for 2017.
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- All meetings are scheduled to begin at 7:30 PM unless otherwise noted.
- Approved minutes of the City Commission meetings are available in the City Clerk’s Office and on the City website at www.bhamgov.org.
- Location Addresses:
  - Municipal Building, 151 Martin, Birmingham, MI 48009
  - DPS Facility, 851 S. Eton, Birmingham, MI 48009

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).
February 2017

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4   |     |     |     |     | 8   | City Commission Meeting
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9   |     |     |     |     | 13  |     
10  |     |     |     |     | 14  | Mother's Day
11  |     |     |     |     | 15  |     
12  |     |     |     |     | 16  |     
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14  |     |     |     |     | 18  |     
15  |     |     |     |     | 19  |     
16  |     |     |     |     | 20  | Armed Forces Day
17  |     |     |     |     | 21  |     
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19  |     |     |     |     | 23  |     
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22  |     |     |     |     | 26  |     
23  |     |     |     |     | 27  | Ramadan (thru 6/25)
24  |     |     |     |     | 28  |     
25  |     |     |     |     | 29  |     
26  |     |     |     |     | 30  | Shavout (begins at sunset)
27  |     |     |     |     | 31  | Shavout
28  |     |     |     |     |     |     
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Notes:
June 2017

**Notes:**

- City Commission Meeting
- City Commission / Planning Board Workshop
- Eid-Al-Fitr
- Father's Day
- Flag Day
- Summer Solstice
- Eid-Al-Fitr
- City Commission Meeting

**Events:**

- City Commission Meeting
- City Commission / Planning Board Workshop
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- **City Commission Meeting**

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- **Eid al-Adha** on September 1st and 2nd
- **Labor Day** on September 3rd
- **Patriot Day** on September 11th
- **City Commission Meeting** on September 11th
- **MML Convention (tentative)** on September 12th, 13th, 14th, 15th
- **Rosh Hashanah (begins at sunset)** on September 20th
- **Yom Kippur (begins at sunset)** on September 29th
- **Yom Kippur** on September 30th
October 2017

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More Calendars with US Holidays from WinCalendar: 2018, PDF Calendar, Excel Calendar, Calendar with Holidays.
December 2017

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Notes:
STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING
FOR THE CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-18023


- The information below describes how a person may participate in this case.

- You may call or write DTE Electric Company, One Energy Plaza, Detroit, Michigan 48226, (800) 477-4747, for a free copy of its application. Any person may review the application at the offices of The DTE Electric Company.

- The first public hearing in this matter will be held:

  DATE/TIME: Tuesday, July 12, 2016, at 9:00 a.m.
  This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

  BEFORE: Administrative Law Judge Dennis W. Mack

  LOCATION: Michigan Public Service Commission
  7109 West Saginaw Highway
  Lansing, Michigan

  PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider DTE Electric Company's (DTE Electric) May 16, 2016 application to reconcile its 2015 EO plan costs and revenues for electric service. DTE Electric states that under the surcharge in 2015, the Company has calculated a net underrecovery of $0.8 million. DTE Electric is proposing that the cumulative underrecovery be carried forward into 2016, on a customer class basis, and used as beginning balances for the 2016 reconciliation. DTE Gas also seeks Commission approval to collect a performance incentive payment, approval of associated tariffs, and necessary accounting authority.

All documents filed in this case shall be submitted electronically through the Commission’s E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in

INFORMATION ONLY
Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by July 5, 2016. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric’s attorney, Richard P. Middleton, DTE Electric Company, One Energy Plaza, Detroit, Michigan 48226.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission’s website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System’s Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of DTE Electric’s request may be reviewed on the Commission’s website at: michigan.gov/mpscedockets, and at the office of DTE Electric Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.


June 16, 2016
STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING
FOR THE CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-18091

- On May 3, 2016, the Michigan Public Service Commission (Commission) issued an Order requiring DTE Electric Company (DTE Electric) to file avoided cost methodologies and avoided costs for Qualifying Facilities (QFs) of 20 megawatts and under in size. DTE Electric was also directed to file proposed standard rate tariffs, including applicable design capacity. The Commission’s Order was issued pursuant to the Public Utility Regulatory Policies Act (PURPA) of 1978, Pub L No. 95-617, 92 Stat 3117, 16 USC 2601 et seq.

- The information below describes how a person may participate in this case.

- You may call or write DTE Electric Company, One Energy Plaza, Detroit, Michigan 48226-1279, (800) 477-4747, for a free copy of its application. Any person may review the application at the offices of DTE Electric Company.

- The first public hearing in this matter will be held:

  DATE/TIME:    Thursday, July 21, 2016, at 9:00 a.m.
  This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

  BEFORE:    Administrative Law Judge Mark E. Cummins

  LOCATION:    Michigan Public Service Commission
                7109 West Saginaw Highway
                Lansing, Michigan

  PARTICIPATION:    Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Commission will hold a public hearing to consider DTE Electric’s application proposing avoided cost calculation methods and avoided costs that meet the requirements set forth in 18 CFR 292.101(b)(6) and 18 CFR 292.304(a). In accordance with the May 3, 2016 Commission Order, DTE Electric shall file its avoided cost information by Friday, June 17, 2016.
All documents filed in this case shall be submitted electronically through the Commission’s E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by July 14, 2016. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric’s attorney, Jon P. Christinidis, One Energy Plaza, 688 WCB, Detroit, Michigan 48226-1279.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission’s website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System’s Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of DTE Electric’s request may be reviewed on the Commission’s website at: michigan.gov/mpscedockets, and at the office of DTE Electric Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.


June 16, 2016
STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING
FOR THE CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-18111


- The information below describes how a person may participate in this case.

- You may call or write DTE Electric Company, One Energy Plaza, Detroit, Michigan 48226-1279, (800) 477-4747, for a free copy of its application. Any person may review the application at the offices of DTE Electric Company.

- The first public hearing in this matter will be held:

  DATE/TIME: Monday, July 11, 2016, at 1:00 p.m.
  This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

  BEFORE: Administrative Law Judge Mark D. Eyster

  LOCATION: Michigan Public Service Commission
  7109 West Saginaw Highway
  Lansing, Michigan

  PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission’s Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider DTE Electric Company’s (DTE Electric) amended REP application to be filed by June 30, 2016, pursuant to 460.1021(9). DTE Electric’s current renewable energy surcharge of $0.00 will not change as a result of approval of this application.

All documents filed in this case shall be submitted electronically through the Commission’s E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you
require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by July 4, 2016. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric’s attorney, Andrea E. Hayden, One Energy Plaza, 688 WCB, Detroit, Michigan 48226.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission’s website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System’s Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of DTE Electric’s request may be reviewed on the Commission’s website at: michigan.gov/mpscedockets, and at the office of DTE Electric Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.


June 24, 2016
STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION  
NOTICE OF HEARING
FOR THE ELECTRIC AND NATURAL GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-18025

- Consumers Energy Company requests Michigan Public Service Commission approval to reconcile its Energy Optimization (EO) plan costs and surcharge revenues for 2015 as associated with the EO plan approved in Case No. U-17351.

- The information below describes how a person may participate in this case.

- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.

- A public hearing will be held:

**DATE/TIME:** Tuesday, July 12, 2016, at 10:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

**BEFORE:** Administrative Law Judge Mark D. Eyster

**LOCATION:** Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan

**PARTICIPATION:** Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) May 31, 2016 application to reconcile its 2015 EO plan costs and revenues collected for both electric and natural gas service. Consumers Energy also seeks Commission approval to collect performance incentive payments for both the electric and natural gas EO programs.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you
require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by July 5, 2016. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy’s Legal Department – Regulatory Group, Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission’s website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System’s Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy’s application may be reviewed on the Commission’s website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.


THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE, REJECT, OR AMEND PROPOSALS MADE BY CONSUMERS ENERGY.

1058-E
June 21, 2016

Laura Broski  
City of Birmingham  
151 Martin St.  
Birmingham, MI 48012

Dear Laura Broski,

It is always our goal at WOW! to provide our customers with a variety of programming at a fair price. We make programming decisions in part on customers demand for a network and then work to obtain or continue carriage of the network in a manner that will be fair for all customers. In this case, WOW! was unable to reach what we believe are fair and reasonable terms and therefore effective July 12, 2016, Bloomberg will no longer be available on WOW! Cable. All Bloomberg programming is available online at www.bloomberg.com/live.

We will communicate these changes to our customers by placing a notice in the local newspaper and updates on our website.

Thank you for your continued support and cooperation. If you have any questions, please contact me at 248-677-9030 or by email at Robert.DiNardo@wowinc.com.

Sincerely,

Robert DiNardo  
Family Guy, Coach, Chocolate Enthusiast  
Vice President and General Manager of WOW! Indiana, Kansas and Michigan  
WOW! Internet, Cable and Phone