

**GREENWOOD CEMETERY ADVISORY BOARD  
MEETING AGENDA  
FRIDAY, DECEMBER 8, 2017 AT 8:30 AM  
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

**I. CALL TO ORDER**

Darlene Gehringer, Chairperson

**II. ROLL CALL**

J. Cherilynn Mynsberge, City Clerk

**III. APPROVAL OF MINUTES**

A. Approval of meeting minutes of November 17, 2017

**IV. NEW BUSINESS**

- A. Adoption of 2018 meeting schedule
- B. Discussion of contract revisions regarding payment plans for lot purchases

**V. UNFINISHED BUSINESS**

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

- A. Recommendation to City Commission for adoption of Payment Plan Policy for Cemetery Plots
- B. Discussion on Revisions to RFP for Greenwood Cemetery Master Plan

**VI. CONTRACTOR REPORT**

A. Third Quarter 2017 Financial Report

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

**VIII. BOARD COMMENTS**

**IX. ADJOURN**

**NEXT MEETING: January \_\_\_\_, 2018**

*Greenwood Cemetery Advisory Board:*

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

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

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

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

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

**GREENWOOD CEMETERY ADVISORY BOARD  
MEETING MINUTES  
FRIDAY, NOVEMBER 17, 2017 AT 8:30 AM  
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

**I. CALL TO ORDER**

Chairperson Darlene Gehringer called the meeting to order at 8:30 AM.

**II. ROLL CALL**

Present: Linda Peterson  
Kevin Desmond  
Margaret Suter  
Darlene Gehringer  
Linda Buchanan

Absent: Laura Schreiner  
George Stern

Administration: Deputy Clerk Arft

**III. APPROVAL OF MINUTES****A. APPROVAL OF MEETING MINUTES OF OCTOBER 6, 2017**

Chairperson Gehringer suggested changing the word "than" to "then" on page 3 in the first paragraph.

**MOTION:** Motion by Ms. Buchanan, seconded by Ms. Suter:  
To approve the minutes of October 6, 2017 as amended.

VOTE: Yeas, 5  
Nays, 0  
Absent, 2 (Schreiner, Stern)

Chairperson Gehringer:

- Asked Clerk Mynsberge to email the RFP for the cemetery's Master Plan to the members of the Board.
- Stated that she would call DPS to give them the name of a contractor to repair the gate.
- Requested a copy of a blank purchase agreement from the contractor to assist the Board in drafting a policy and agreement.
- Asked when the Board would get the 3<sup>rd</sup> quarter sales numbers.

Ms. Suter asked if the contractor would be attending an upcoming meeting. It was noted that it is not required for the contractor attend the meetings.

**IV. NEW BUSINESS**

There was no new business.

**V. UNFINISHED BUSINESS**

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

**A. PAYMENT PLAN POLICY FOR CEMETERY PLOTS**

Chairperson Gehringer said:

- The City Commission wanted the Board to make recommendations to change the contract, but that adding to Birmingham's cemetery rules and regulations would violate the existing contract.
- The Board should recommend that the Commission amend the existing contract to include a payment plan policy and should present the Commission with the Board's suggestion for the policy in the contract.
- City Attorney Currier would have to review the suggested changes first.

Chairperson Gehringer drafted a proposed purchase agreement and provided each member with a copy. She briefly described the proposed agreement and terms. She stated that the contractor would also have the opportunity to review the proposed agreement and terms.

The Board agreed that each parcel for purchase should be referred to as a 'plot', and that a 'lot' would refer to multiple plots together.

Chairperson Gehringer continued that she would like the Board to work on its recommendations for changing the contract so that the City can put the policy in its rules and regulations once it is been approved.

Ms. Buchanan stated her approval of Chairperson Gehringer's draft.

Chairperson Gehringer asked the Board members to put their thoughts together for the December meeting about the Board's suggestions to the Commission regarding contract revisions.

## **B. DISCUSSION ON REVISIONS TO RFP FOR GREENWOOD CEMETERY MASTER PLAN**

Chairperson Gehringer requested a copy of the RFP be emailed to the members in order to discuss revisions at the December meeting.

Deputy Clerk Arft referred to Clerk's Mynsberge's memo to the Board with suggestions for revisions to the RFP, which was included in the Board's November 17 packet.

Deputy Clerk Arft offered to both email and provide hardcopies of the RFP to the Board after the meeting's conclusion.

## **VI. CONTRACTOR REPORT**

There was no contractor report to review.

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

## **VIII. BOARD COMMENTS**

Chairperson Gehringer suggested the next meeting agenda should include:

- A. Suggestions for contract revisions regarding the payment plan
- B. RFP revisions
- C. Payment plan policy

She stated that the next meeting is Friday, December 8, 2017 at 8:30 AM.

Ms. Peterson asked where the Board is on the Elmwood contract. Chairperson Gehringer described the history of the contract. Ms. Peterson asked if the City knows how many plots have been sold in the last month.

Deputy Clerk Arft stated:

- She believes four plots were sold so far in the third quarter.
- For Ms. Peterson that a plot sells for \$3,000, and that the City receives 75% of that amount.

<b>IX. ADJOURN</b>
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The meeting was adjourned at 8:48 AM.

/ca



# MEMORANDUM

City Clerk's Office

**DATE:** December 6, 2017

**TO:** Greenwood Cemetery Advisory Board

**FROM:** J. Cherilynn Mynsberge, City Clerk

**SUBJECT:** 2018 Meeting Schedule

The Board is required to hold at least one regular meeting each quarter. (Section 34-30(e) of the Birmingham City Code) If the Board chooses to continue meeting on the first Friday of each month, the meeting dates would be as shown below.

I would ask that the Board consider not meeting in August and November due to the state primary and general elections.

## 2018

MONTH	DATE
January	5
February	2
March	2
April	6
May	4
June	1
July	6
September	7
October	5
December	7

## SUGGESTED RESOLUTION:

To adopt the 2018 meeting schedule as proposed, with the meetings to be held at 8:30 a.m. in Room 205 of the Municipal Building, 151 Martin, Birmingham MI 48009.

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

*[Signatures on next page]*

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

WITNESSES:

TRUSTEES OF ELMWOOD CEMETERY

San + Goore

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

CITY OF BIRMINGHAM

Cheryl Craft  
Cheryl Craft

By: George Dilgard  
George Dilgard  
Its: Mayor

Cheryl Craft  
Cheryl Craft

By: Laura M Broski  
Laura Broski  
Its: City Clerk

Approved:

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

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

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

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



ELMW-01

OP ID: PAB

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2013

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

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

PRODUCER Comerica Insurance Services MC7969 P. O. Box 75000 Detroit, MI 48275 Michael Maldegen	Phone: 800-713-0336 Fax: 313-222-3131	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Elmwood Cemetery Greenwood Cemetery 1200 Elmwood Detroit, MI 48207	INSURER A : Citizens Insur. Co of America	31534	
	INSURER B : Citizens-Allmerica Fin Benefit	41840	
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

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

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

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

**CERTIFICATE HOLDER**

CIT1BIR

City of Birmingham  
Attn: Christian Wuerth  
151 Martin Street  
Birmingham, MI 48009

**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

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## MEMORANDUM

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City Clerk's Office

**DATE:** December 6, 2017

**TO:** Greenwood Cemetery Advisory Board

**FROM:** J. Cherilynn Mynsberge, City Clerk

**SUBJECT:** Payment Plan Policy for Cemetery Plots

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The Board, at its October 6, 2017 meeting, discussed the need for a written policy defining the parameters of a payment plan for cemetery plots.

Attached is a draft policy statement on purchase agreements.

Once the Board reviews, evaluates and makes any desired revisions, the proposed policy should be forwarded to the City Commission with the Board's recommendation for adoption.

The policy would appropriately become part of the *Greenwood Cemetery Operational Procedures, Conditions and Regulations* document if adopted by the Commission.

If the Board is ready to approve the policy and forward it to the City Commission I would recommend the following motion:

**Moved by , seconded by , to recommend to the City Commission approval of the revision to the *Greenwood Cemetery Operational Procedures, Conditions and Regulations* document to add the Payment Plan Policy for Cemetery Plots as paragraph IX with the renumbering of subsequent sections of the document.**

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

Cemetery plots are purchased through the City of Birmingham's professional cemetery management contractor, Elmwood Historic Cemetery (hereinafter called "Contractor"), having its principal office at 1200 Elmwood Road, Detroit MI 48207.

A payment agreement may be entered into between purchaser and Contractor to allow for the purchase price to be paid over a period of time.

Payment agreements require a 10% down payment of the total purchase price, with the remaining balance to be spread into equal monthly payments for a period not to exceed 24 months. Such payment agreements shall be interest free.

A plot being purchased under a payment agreement may not be used for interment until the full purchase price has been paid.

If multiple plots are included in a purchase agreement, the balance due on any one or more of the plots needed for interment must be fully paid before interment can take place. Monthly payments may continue on the other plots included in the purchase agreement for the term of the agreement.

For purchase agreements initiated in 2015 and subsequently, a 50% refund of the amount paid for any of the plots included in the purchase agreement will be granted as long as the plot is unoccupied.

The Greenwood Cemetery Perpetual Care Fund will receive 75% of the sale price for each plot sold under a payment agreement at the time the full purchase price has been received by Contractor or upon the expiration date of the purchase agreement, whichever occurs first.

Plot sales completed by Contractor and revenues receipted to the Greenwood Cemetery Perpetual Care Fund are subject to inclusion in the City of Birmingham's annual audit.

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

**I. DEFINITIONS:**

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

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

**II. CONDUCT OF PERSONS**

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

No person shall:

- a. Enter the cemetery except through an established gate, and only during the hours from 8:00 A.M. to sundown.
- b. Deposit or leave rubbish and debris on any part of the cemetery grounds.
- c. Pick, mutilate, remove, or destroy any living plants or parts thereof, whether wild or domestic, on the cemetery grounds, except in the work of maintenance by City employees or its designated contractor.



- d. Break, injure, remove, or deface any monument or marker on the cemetery grounds.
- e. Bring any dog or animal into the cemetery grounds, unless in compliance with applicable leash law.
- f. Bring or discharge any firearm on the cemetery grounds, except in the conduct of military funerals.
- g. Carry intoxicants into the cemetery grounds, or consume such while in the cemetery.
- h. Advertise on cemetery grounds unless permitted by the City.
- i. Conduct her/himself in any other than a quiet and respectful manner while on the cemetery grounds.

### **III. TRAFFIC REGULATIONS**

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

No person shall:

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

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

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

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

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

## **V. OPERATIONAL REGULATIONS**

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

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

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

### **MONUMENTS**

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

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

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

### **MARKERS**

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

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

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

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

### **INTERMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **DISINTERMENTS**

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

## **VIII. BURIAL RIGHTS POLICY**

Lots purchased from the City after October 1, 2014:

Full grave

One casketed remains and two cremated remains

- or -

Up to three cremated remains

Cremation grave

3 x 2 feet      one cremated remains

3 x 4 feet      two cremated remains

Lots purchased prior to October 1, 2014:

Full grave

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

- or -

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

## **IX. LOT 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
- March 27, 2017 Resolution No. 03-82-17



## MEMORANDUM

City Clerk's Office

**DATE:** December 7, 2017

**TO:** Greenwood Cemetery Advisory Board

**FROM:** J. Cherilynn Mynsberge, City Clerk

**SUBJECT:** RFP for Greenwood Cemetery Master Plan

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The RFP for Greenwood Cemetery Master Plan was posted on the Michigan Intergovernmental Trade Network (MITN) on August 17, 2017, with a deadline for submissions of October 12, 2017.

No proposals were received. Based on feedback from two vendors who expressed some interest in the RFP, the Board may want to consider revising the RFP to narrow the focus of the Scope of Work.

Because the size of the cemetery is relatively small with minimal unused space, the Board may want to consider seeking a consultant to focus on a review of current policies, contracts, and processes and provide an analysis based on best practices. From a planning standpoint, the Board might want to downplay the financial aspects as most planning firms do not have finance experts on staff, and direct focus to a plan for optimal use of space, preservation of historic aspects, protection and enhancement of park-like setting.

November and December are not good months to issue an RFP because of the holidays. Therefore, I suggest the Board review the RFP, discuss revisions to the document, and set a new timeline.



## **REQUEST FOR PROPOSALS FOR GREENWOOD CEMETERY MASTER PLAN**

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Sealed proposals endorsed **“GREENWOOD CEMETERY MASTER PLAN”**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until **Thursday, October 12, 2017 at 10:00 a.m.** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to create a strategic master plan for the City of Birmingham's Greenwood Cemetery. This work must be performed as specified in 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: Cherilynn Mynsberge, City Clerk.

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

<b>Submitted to MITN:</b>	August 17, 2017
<b>Deadline for Submissions:</b>	Thursday, October 12, 2017, at 10:00 a.m.
<b>Contact Person:</b>	J. Cherilynn Mynsberge, City Clerk
	P.O. Box 3001, 151 Martin Street
	Birmingham, MI 48012-3001
	Phone: 248-530-1802
	Email: <a href="mailto:cmynsberge@bhamgov.org">cmynsberge@bhamgov.org</a>





## REQUEST FOR PROPOSALS FOR GREENWOOD CEMETERY MASTER PLAN

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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 consulting firm or firms will hereby be referred to as “Contractor.”

The City of Birmingham, Michigan is seeking a strategic master plan for the Greenwood Cemetery, and is accepting sealed bid proposals from qualified professional firms who have experience drafting cemetery master plans. Qualified Contractors must demonstrate experience in conducting strategic visioning sessions, encouraging public participation, and cemetery best practices.

This work must be performed as specified in 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 January, 2018. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein as Attachment A. Contract services will commence upon execution of the service agreement by the City.

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide a master plan which analyzes the existing conditions of the cemetery, assesses the infrastructure, landscaping, features and needs of the cemetery, evaluates the management and regulation of the cemetery, considers various options for maximizing interment space, addresses financial planning and presents an action plan to implement priority options for short-, mid-, and long-term time frames. The completed master plan should represent the cultural and historic character of the City of Birmingham.

It is anticipated that the Greenwood Cemetery Master Plan process will commence January 2018 and be completed in October 2018.

## **OBJECTIVES**

- To identify how to best meet future needs based on population, interment projections, and existing resources;
- To review and assess the current policies and regulations, operations, and management of the cemetery;
- To evaluate financial strategies to ensure the sustainable management, operation and maintenance of the cemetery;
- To recognize and preserve the historic legacy of the cemetery.

- To provide a quiet, beautiful resting place for the departed and a place of serenity for visitors.

## **SCOPE OF WORK**

The selected Contractor will work with the public, City staff, the Greenwood Cemetery Advisory Board, and the City Commission to create the Greenwood Cemetery Master Plan (Plan). The Contractor will coordinate with City staff and the City Attorney to ensure compliance with all State and/or Federal laws related to cemeteries.

The scope of services is as follows:

1. **Attendance at Meetings.** The Contractor shall expect to attend the following meetings and base their fees accordingly:
  - Up to two (2) community engagement meetings.
  - Two (2) meetings with the City Commission during the master planning process to review the progress and for final adoption.
  - Up to four (4) meetings with the Greenwood Cemetery Advisory Board to discuss the development of the Plan and to review the final draft.

The City reserves the right to reduce or increase the number of meetings depending on the progress of the project with an adjustment in the contract accordingly, subject to City Commission approval.

2. **Comprehensive Community Engagement Plan.** Create a detailed and inclusive Community Engagement Plan to encourage and facilitate ongoing public participation of all stakeholders in the master planning process. Up to two (2) engagement opportunities should be included to stimulate public discourse and to gather input from residents, plot owners and other stakeholders for integration into the strategic vision for Greenwood Cemetery.
3. **Review and Analysis of Current Practices in Relation to Best Practices.**
  - a. Review and analyze current maps and interment records, as well as records verifications performed by the Birmingham Historical Society and the Birmingham Department of Public Services.
  - b. Review and analyze current *Greenwood Cemetery Operational Procedures, Conditions and Regulations*.
  - c. Review and analyze *Agreement for Greenwood Cemetery Management Services* with Elmwood Historic Cemetery.
  - d. Review and analyze quarterly reports of burials and sales from management contractor.
  - e. Review and analyze capacity and demands for current and proposed future uses for the cemetery.

4. **Financial Planning.** Address the status of the perpetual care fund and its adequacy for future maintenance of the cemetery. Provide information on the effectiveness in the current market of establishing a 501(c)(3) cemetery support organization. Provide recommendations on other methods of generating additional funding, such as a donor program.
5. **Planning for Infrastructure, Features, and Landscape.** Based on current demographic, social, economic, market data and projections develop plan for optimization of interment sites, including feasibility of columbaria. Recommend methods to supply visitors, both physical and cyber, with information on the location of those interred in the cemetery. Cemetery land use planning in broad master plan sense for optimal use of space, preservation of historic aspects, protection and enhancement of park-like setting.
6. **Plan Preparation.** The Contractor will prepare a preliminary report for review by the City upon completion of the Community Engagement Plan, Review and Analysis of Current Practices in Relation to Best Practices, and Financial Planning. The Contractor will prepare one reproducible PDF digital file of the draft version of the Plan.
7. **Finalization and Adoption.** A final draft of the Plan will be presented to the Greenwood Cemetery Advisory Board for initial recommendation and to the City Commission for approval. The Contractor will participate in the required meetings and prepare a completed final document.

This outline is not necessarily all-inclusive and the Contractor shall include in the proposal any other tasks and services deemed necessary to satisfactorily complete the project.

## **DELIVERABLES**

The Contractor shall provide a detailed, master graphic format of the Plan that incorporates all sub-area plans and includes an extensive use of illustrations, photos, before and after examples, charts and tables that clearly depict the plan content, vision and implementation in the following formats upon adoption of the final version of the Plan:

1. One reproducible PDF digital file of the preliminary report/draft version of the Plan;
2. One reproducible PDF digital file of the final version of the Plan for publication on online forums;
3. One reproducible PDF digital file of the completed and approved Plan.

All data, illustrations and projections created or compiled throughout the project shall become the sole property of the City of Birmingham.

### **TIME SCHEDULE AND COST PROPOSAL**

All proposals must include a proposed time schedule for completion of the project and a fixed price agreement with an associated fee schedule for extra meeting costs, should they be required.

The Contractor shall perform all services outlined in this RFP in accordance with the requirements as defined and noted herein.

### **INVITATION TO SUBMIT A PROPOSAL**

Proposals shall be submitted no later than **Thursday, Oct. 12, 2017 at 10:00 a.m.** to:

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

One (1) electronic copy and ten (10) hard copies of the proposal must be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“GREENWOOD CEMETERY MASTER PLAN”**. 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: Cherilynn Mynsberge, City Clerk, 151 Martin Street, Birmingham, MI, or via email to [cmynsberge@bhamgov.org](mailto:cmynsberge@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 and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in their 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 City will utilize a qualifications-based selection process in choosing a Contractor for the completion of this work. The evaluation panel will consist of City staff, board members, and/or any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

- Ability to provide services as outlined.
- Experience of the Contractor with similar projects.
- Professional qualification of key employees assigned to the project.
- Public Involvement Process.
- Content of Proposal.
- Cost of Services.
- 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. Each proposal must be accompanied by a certified check, bidder's bond or bank draft in an amount not less than 5% of the total bid price, payable to the City of Birmingham, Michigan, which it is agreed will be forfeited to the City of Birmingham if the undersigned fails to enter into a contract in conformity with the form of contract incorporated herein, and furnish bonds and insurance as specified within twenty-one (21) days after the contract is awarded to the undersigned or withdraws this bid within sixty (60) days of the date hereof.

No proposal shall be withdrawn for a period of Six (6) months after the date set for the opening of bids.

A single check, bond or draft may serve to cover 2 or more alternative proposals when such alternative proposals are submitted by the same bidder.

The bid deposit of all except 3 lowest bidders will be returned within 3 weeks after the bid opening. The bid deposit of the 3 lowest bidders will be returned within 2 weeks after the contract has been executed by both parties.

7. The successful bidder will be required to furnish 2 bonds. 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. A payment Bond for labor or material running to the claimants, which is defined in MCL §129.206 as those persons supplying labor or materials to the principal Contractor or subcontractors in the prosecution of the work provided for in this contract in an amount not less than 100% of the contract price for the protection of those persons supplying labor, materials or both.
8. 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.

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

## **CONTRACTOR'S RESPONSIBILITIES / SUBMISSION REQUIREMENTS**

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)
  - b. Cost Proposal (Attachment C)
  - c. Iran Sanctions Act Vendor Certification Form (Attachment D)
  - d. Agreement (Attachment A – **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.
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 resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for similar projects.
8. 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.
9. Provide an outline addressing the required scope of work to be completed, broken down into the following separate components:
  - a. Comprehensive Community Engagement Plan;
  - b. Review and Analysis of Current Practices in Relation to Best Practices;
  - c. Financial Planning;



- d. Planning for Infrastructure, Features, and Landscape.

### **CITY RESPONSIBILITY**

The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to review and approve any work performed by the Contractor.

### **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 abandonment of 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**

Evaluate Respondents	<u>December 2017</u>
Award Contract	<u>January 2018</u>
Final Draft of Plan Completed	<u>October 2018</u>

The Contractor will not exceed the timelines established for the completion of this project.

**ATTACHMENT A - AGREEMENT  
FOR GREENWOOD CEMETERY MASTER PLAN**

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This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and \_\_\_\_\_, having its principal office at \_\_\_\_\_ (hereinafter called "Contractor"), provides as follows:

**WITNESSETH:**

**WHEREAS**, the City has heretofore advertised for bids for the procurement and performance of services required to develop a strategic master plan for 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 develop a strategic master plan for 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 develop a strategic master plan for Greenwood Cemetery and the Contractor's cost proposal dated \_\_\_\_\_, 2017 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \_\_\_\_\_, as set forth in the Contractor's \_\_\_\_\_, 2017 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and

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

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

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

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

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

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

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

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

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

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

- E. 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.
- F. 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.
- G. 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.
- H. 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: Cherilynn Mynsberge  
151 Martin Street  
Birmingham, MI 48009  
248-530-1802

CONTRACTOR

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

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

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

WITNESSES:

**CONTRACTOR**

\_\_\_\_\_

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

Its:

**CITY OF BIRMINGHAM**

\_\_\_\_\_

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

Mark Nickita

Its: Mayor

\_\_\_\_\_

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

J. Cherilynn Mynsberge

Its: City Clerk

Approved:

\_\_\_\_\_  
J. Cherilynn Mynsberge, City Clerk  
(Approved as to substance)

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

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

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



**ATTACHMENT B - BIDDER'S AGREEMENT  
GREENWOOD CEMETERY MASTER PLAN**

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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.

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**PREPARED BY  
(Print Name)**

**DATE**

---

**TITLE**

**DATE**

---

**AUTHORIZED SIGNATURE**

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

**PHONE**

---

**NAME OF PARENT COMPANY**

**PHONE**

---

**ADDRESS**

**ATTACHMENT C - COST PROPOSAL  
GREENWOOD CEMETERY MASTER PLAN**

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

<b>TOTAL AMOUNT</b>	\$
<b>Additional Meeting Charge</b>	\$ per meeting
<b>Additional Services Recommended (if any):</b>	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour

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

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

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION  
FORM**

**GREENWOOD CEMETERY MASTER PLAN**

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

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

---

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

**DATE**

---

**TITLE**

**DATE**

---

**AUTHORIZED SIGNATURE**

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

**PHONE**

---

**NAME OF PARENT COMPANY**

**PHONE**

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**ADDRESS**

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**TAXPAYER I.D.#**



## MEMORANDUM

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City Clerk's Office

**DATE:** December 6, 2017

**TO:** Greenwood Cemetery Advisory Board

**FROM:** J. Cherilynn Mynsberge, City Clerk

**SUBJECT:** Contractor Report - Third Quarter 2017

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The attached report incorporates the Board's request, made at its July, 2017 meeting, to show sales numbers for every section in which plots remain available. With exception of Section F-North and the newly identified plots in Sections B,C, D, K, L, and O, all other sections are sold out. Sold out sections include Sections G & E along the road.

As requested by the Board at its November, 2017 meeting, I spoke with representatives from our management contractor about the timing of the quarterly financial reports. They explained they need at least six weeks to close their books on the quarter, finalize the duplication of the records for the City, and manually compile the financial report to report the statistics requested by the Board.

The report notes that the roads on the east side of the cemetery have been coning and are in poor condition. The Department of Public Works is requesting funding to cape seal the roads in the FY2018/2019 budget.

## HISTORIC GREENWOOD CEMETERY 2017 THIRD QUARTER REPORT

### MONTHLY BURIAL SERVICES

MONTH	CREMATION BURIAL	FULL CASKETED BURIAL	DISINTERMENT
JULY	1	0	0
AUGUST	2	1	0
SEPTEMBER	2	0	0

### CEMETERY MAINTENANCE

Mike Shukwit, Director of Operations and his team had the cemetery cleaned up and in good condition for the 4<sup>th</sup> of July holiday. We held off on seeding graves due to the temperatures. Bushes and landscaping were pruned and maintained. Lawn care completed weekly. All memorials as ordered have been properly installed. We've determined that the roads on the east side of the property having been coning for some time now and are poor condition.

### CUSTOMER SERVICE, RECORD KEEPING AND LONG TERM CARE

At the end of the quarter all of the records are up to date. No lot owner requests are outstanding and no transfers are pending. The Contractor continues to meet with families several times a week at the cemetery.

### GRAVE SALES

5 plot sales in the third quarter.

### **JANUARY – MARCH (FIRST QUARTER)**

2017	Purchased one grave	Purchased two graves	Purchased three or more graves	TOTAL SOLD	75% of sale paid to the City	25% of sale paid to the Contractor
Resident	0	1	0	2	\$4,500.00	\$1,500.00
Non-Resident	1	1	2	12	\$27,000.00	\$9,000.00
<b>TOTAL</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>14</b>	<b>\$31,500.00</b>	<b>\$10,500</b>

### **APRIL – JUNE (SECOND QUARTER)**

2017	Purchased one grave	Purchased two graves	Purchased three or more graves	TOTAL SOLD	75% of sale paid to the City	25% of sale paid to the Contractor
Resident	2	1	1	8	\$18,000.00	\$6,000.00
Non-Resident	2	2	1	9	\$20,250.00	\$6,750.00
<b>TOTAL</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>17</b>	<b>\$38,250.00</b>	<b>\$12,750</b>

### **JULY – SEPTEMBER (THIRD QUARTER)**

2017	Purchased one grave	Purchased two graves	Purchased three or more graves	TOTAL SOLD	75% of sale paid to the City	25% of sale paid to the Contractor
Resident	1	0	0	1	\$2,250.00	\$750.00
Non-Resident	2	1	0	4	\$9,000.00	\$3,000.00
<b>TOTAL</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>5</b>	<b>\$11,250.00</b>	<b>\$3,750.00</b>

**2017 CUMULATIVE SALES TOTALS**

Graves Sold	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	TOTAL SOLD	75% of sale paid to the City	25% of sale paid to the Contractor
Resident	2	8	1		11	\$24,750.00	\$8,250.00
Non-Resident	12	9	4		25	\$56,250.00	\$18,750.00
<b>TOTAL</b>	<b>14</b>	<b>17</b>	<b>5</b>		<b>36</b>	<b>\$81,000.00</b>	<b>\$27,000.00</b>

**NEWLY IDENTIFIED GRAVE SPACES\*\*****TOTAL NUMBER OF GRAVES SOLD PER SECTION**

Section	2015 Total	2016 Total	First Quarter 2017	Second Quarter 2017	Third Quarter 2017	Fourth Quarter 2017	TOTAL Number of Graves Sold To Date	Number of Graves Remaining
B	33	60	14	14	2		123*	285
C	11	24	0	1	2		38*	34
D	6	0	0	0	0		6	6
K	14	5	0	0	0		19	0
L	8	4	0	0	0		12	4
O	6	0	0	0	0		6	4
<b>TOTAL</b>	<b>78</b>	<b>93</b>	<b>14</b>	<b>15</b>	<b>4</b>		<b>204</b>	<b>333</b>

\*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. **Total to date: 161**

\*\*Only flush memorials are allowed in the newly identified grave spaces.

**AREAS ALONG THE ROAD (SECTIONS E & G)****TOTAL NUMBER OF GRAVES SOLD PER SECTION**

Section	2015 Total	2016 Total	First Quarter 2017	Second Quarter 2017	Third Quarter 2017	Fourth Quarter 2017	TOTAL Number of Graves Sold To Date	Number of Graves Remaining
E	11	0	0	0	0		11	0
G	14	1	0	0	0		14	0
<b>TOTAL</b>	<b>25</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>25</b>	<b>0</b>

**REMAINING SECTIONS WITH AVAILABLE LOTS****TOTAL NUMBER OF GRAVES SOLD PER SECTION**

Section	2015 Total	2016 Total	First Quarter 2017	Second Quarter 2017	Third Quarter 2017	Fourth Quarter 2017	TOTAL Number of Graves Sold in 2017	Number of Graves Remaining
F North			0	2	1		3	tbd
<b>TOTAL</b>			<b>0</b>	<b>2</b>	<b>1</b>		<b>3</b>	<b>tbd</b>

This concluded the 14<sup>th</sup> quarter (43 months) as the operator of Historic Greenwood Cemetery.



**Cherilynn Mynsberge** <cmynsberge@bhamgov.org>

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## Cemetery Gate

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**Carrie Laird** <claird@bhamgov.org>

Wed, Nov 22, 2017 at 12:36 PM

To: Cherilynn Brown <cmynsberge@bhamgov.org>

Hi Cherilynn,

The gate has been repaired.

Thanks for your patience!

Happy Thanksgiving!

--

Carrie A. Laird  
City of Birmingham  
Parks & Recreation Manager  
[851 S. Eton](#)  
[Birmingham, MI 48009](#)  
[248-530-1714](#) Phone  
[248-530-1754](#) Fax