

**GREENWOOD CEMETERY ADVISORY BOARD  
MEETING AGENDA  
FRIDAY, JANUARY 12, 2018 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 regular meeting minutes of December 8, 2017.
- B. Approval of special meeting minutes of December 15, 2017.

**IV. NEW BUSINESS**

- A. Discussion of 2017 Annual Report
- B. Clarification of plots sold/to be sold in new sections B & C

**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. Final Revisions to RFP for Greenwood Cemetery Master Plan to remove bonding requirements
- B. Finalization of recommended Payment Plan Policy for Cemetery Plots

**VI. CONTRACTOR REPORT**

A.

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

**VIII. BOARD COMMENTS**

**IX. ADJOURN**

**NEXT MEETING: February 2, 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, DECEMBER 8, 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  
Margaret Suter  
Darlene Gehringer  
Linda Buchanan  
George Stern  
Absent: Kevin Desmond  
Laura Schreiner

Administration: City Clerk Mynsberge, Deputy Clerk Arft

**III. APPROVAL OF MINUTES**

**A. APPROVAL OF MEETING MINUTES OF NOVEMBER 17, 2017**

Mr. Stern and Ms. Gehringer asked that on page 2, paragraph 4 the word "been" be deleted.

**MOTION:** Motion by Buchanan, seconded by Peterson:  
To approve the November 17, 2017 minutes as amended.

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

**IV. NEW BUSINESS**

**A. ADOPTION OF 2018 MEETING SCHEDULE**

Ms. Gehringer noted the meeting schedule will remain the same with the Board meeting on the first Friday of the month at 8:30 AM. Mr. Stern announced he will be absent for the June meeting. Clerk Mynsberge noted that there will not be a meeting in August or November due to the elections.

**MOTION:** Motion by Stern, seconded by Suter:  
To approve the 2018 meeting schedule as presented.

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

**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. DISCUSSION OF CONTRACT REVISIONS REGARDING PAYMENT PLANS FOR LOT PURCHASES**

Clerk Mynsberge suggested setting the policy first in order to establish the parameters for the payment plan and then ask the City Attorney to review the policy and advise the Board of the next steps in amending the contract. She noted that the City Manager has authorized the Board to request assistance from the City Attorney.

Ms. Gehringer suggested that the terms may not be agreeable to the parties, and would require a revision to the payment plan policy. She believes that before we submit to the City Commission, all parties should be in agreement with it.

Clerk Mynsberge suggested that the Board draft the payment plan policy as the Board would like to see it, with the understanding the Board would like to change the contract, submit the draft to the City Attorney and let him advise the Board how to go forward.

Chairperson Gehringer suggested several changes to the page titled Lot Sales-Payment Plan Policy.

Ms. Peterson asked what happens if the purchaser on a payment plan decides to walk away from the purchase. Ms. Gehringer said the purchaser would lose the money paid, since the contractor has done the paperwork and the plot has been off the market for a period of time.

Ms. Peterson asked when purchasers typically purchase plots. Clerk Mynsberge said we do not have that information, but added there are currently 12 payment plan agreements. Ms. Gehringer asked how many plots are involved in the 12 payment plans.

The Board was in agreement with a 24 month term for payments.

Ms. Peterson confirmed that graves would be used from the edges when more than 1 plot is purchased. Clerk Mynsberge suggested that should be included in policy as well, and added that the purchase plan agreement would be drawn from the policy.

Ms. Gehringer suggested removing the paragraph "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."

Clerk Mynsberge noted that the paragraph cannot be removed, as it is part of the Rules and Regulations Lot Resale Policy (Section IX). Ms. Gehringer then suggested we say any purchase agreements after 2018.

Ms. Buchanan noted that we need additional language about selling the plot. Ms. Gehringer noted that the 50% refund applies to sold plots only and is discussed in a different area of the Rules and Regulations.

Ms. Gehringer stated she thinks the paragraph should not be included in the payment plan policy. She suggested For purchase agreements initiated in 2018 and subsequently, no refund of any amount paid will be granted. She explained that a purchaser would not own the plot, so they would get no money back.

Clerk Mynsberge explained that the Board needs to draft a payment plan default section for the policy.

Ms. Gehringer suggested removing the current paragraph which begins "For purchase agreements initiated in 2015...". The following paragraph would be added: For purchase agreements initiated in 2018 and subsequently, failure to pay entire contract in full on or before the final payment due date will result in forfeiture of property and all monies to date.

Ms. Gehringer asked that the Contractor attend the next meeting so the Board can have their input. She requested that we receive a copy of the Contractor's purchase plan agreement.

Ms. Gehringer suggested adding a statement to the 4<sup>th</sup> paragraph "A plot being purchased under a payment agreement may not be used for interment until the full purchase price has been paid. If plots are not paid in full, but interment is needed, the farthest plot on the end will be utilized first and others located adjacent subsequently as needed unless all plots are paid in full at that time.

The Board concurred with the changes thus far.

Clerk Mynsberge read the policy with the changes.

Mr. Stern asked Ms. Gehringer about her comment at the last meeting that adding to the existing Rules and Regulations would violate the existing contract. Ms. Gehringer said this is a draft of the policy, and as stated earlier, would have the City Attorney and the Contractor review the policy and ask for input. It will be brought back to the Board, and if approved by the Board, it will be submitted to the City Commission as an amendment to the contract and then become an amendment to the Greenwood Cemetery policy.

Clerk Mynsberge clarified that this is a draft at this point. After review by Contractor and City Attorney, the Board may make a recommendation to the Commission to amend the contract to include the payment plan policy. Until the Commission approves it, nothing has changed.

Mr. Stern said the word violates is a very strong word. He said there is a process to amend the contract. Ms. Gehringer said the Commission discussed this back in March and the Commission agreed that it was a violation of the contract and asked the Board to suggest a payment plan policy so the contract could be amended, and then we could amend our cemetery operational plan. We are just following the Commission's direction.

Mr. Stern does not think we should have an amendment to a regulation that specifies a specific contractor. The Rules and Regulations are generic and he objects to the specific wording of the first paragraph. He also does not feel the Rules and Regulations require the City to buy back a plot. It specifies that if an owner wishes to sell a plot, it must be sold to the City. The wording indicates to him that the City would automatically buy back the plot. A concern he has is that

someone could buy 8 plots and bury people in alternate spaces and then want to sell back alternate spaces. He thinks the City must retain the right to enforce the contract.

Ms. Gehring noted that the issue of plot distribution is included in the revisions discussed today, and will be included in the next draft.

Clerk Mynsberge referred Mr. Stern to Section III. Plot Distribution which is on the proposed Purchase Agreement. She clarified that if a purchaser wants to bury loved ones in a specific order, they are obligated to pay for enough plots to do so before the first burial.

Ms. Gehring agreed with Mr. Stern about removing the reference to Elmwood in the payment plan policy in the first paragraph. Mr. Stern confirmed that currently the payment agreement is between the purchaser and the City and executed by the Contractor. Mr. Stern suggested removing the entire first paragraph.

Clerk Mynsberge suggested the following language for the first paragraph: A payment agreement may be entered into to allow for the purchase price to be paid over a period of time.

Mr. Stern suggested not making the payment schedule definite. Clerk Mynsberge responded that monthly payments allow the Contractor to contact the purchaser quickly before payments get behind too far. She added the Contractor currently follows a monthly payment schedule, and Ms. Gehring noted that the Board had discussed and agreed on the monthly terms previously.

**MOTION:** Motion by Buchanan, seconded by Suter:  
To approve the revised draft of the Lot Sales-Payment Plan Policy, as amended.

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

Clerk Mynsberge clarified that she will invite the Contractor's representative to attend the January meeting, discuss the revised draft with the Contractor at that time, and possibly make further changes. Ms. Gehring requested a copy of the Contractor's purchase agreement in the Board's packet to review prior to the meeting.

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

Mr. Stern offered general comments about his credentials, and said he has a Master's Degree from Harvard business administration, and has been doing this kind of assessment and master plans since 1964. He has been a private consultant since 1975. He currently reviews over 100 business plans a year, so he feels he is qualified to make comments on the RFP.

Mr. Stern commented that the bonding requirement in the RFP is very difficult and expensive for non-capital work and he is not sure that many people would be able to obtain it.

He added that the supply/demand requirements have to be separated from the actual design requirements. Once demand is known, then there is a better position to do overall master plan

design for a geographic space. The better the supply and demand for this cemetery is understood, the better the criteria for a design consultant can be framed. He asked the City Clerk if the records are public and indicated with his free time, he will look at the cemetery records and formulate as to what specific information he will extract from the records. More importantly, he will collate the data collected into a report to be submitted to the Board as background information for going out for an RFP. He distributed to the Board members what he proposed to do as a private citizen. He thinks too much is being requested in the RFP, and it is nebulous as to what we add for someone to do the kind of report we were asking for.

Ms. Gehringer asked Mr. Stern if he had any specific changes to the RFP he would like to see made. She stressed that the revised RFP is ready to go out to fulfill the Board's obligations to the City Commission.

Mr. Stern stated "delete in its entirety". She asked if that was a motion. He invited the other Board members to speak before making a motion.

Ms. Buchanan stated that the RFP requires a great deal of work by a master planner. She reminded the Board members that when the management contract was released for bid, the City only had one bidder. She feels there are not many companies who would be qualified to do this work. She suggested that the Board go through it to eliminate and simplify some of the requirements. In particular, the community contact might be able to be reduced to one meeting with the public. She also suggested stressing landscaping and maintenance be addressed, such as the roads.

Clerk Mynsberge noted that the master plan contractor will receive the amount they submit as their bid price. The contractor will give the City a plan to use as a blueprint to move forward. She reminded the Board that the Scope of Work section came out of the Board's Action Plan items, such as creating additional space. For example, master plan contractor will base recommendations for the future on current information and practices, but would not be involved in actually constructing a columbaria or road maintenance. She hopes the contractor would advise the City on its current practices and make suggestions for any improvements in the various areas of concern.

Ms. Buchanan confirmed that the master plan contractor would not contact other contractors to do any physical work, but that the document is a plan for the City to move forward as it has time and funds to make the improvements recommended.

Ms. Suter noted that the sub-contractors referred to in the RFP would be used for input in the creation of the master plan. Clerk Mynsberge said if the Board did keep the Financial Planning section, the contractor might look at hiring a sub-contractor to do that type of work.

Ms. Buchanan asked if the amount the Commission has budgeted for the Master Plan consultant is low. Clerk Mynsberge explained the cemetery is a small piece of land, not on par with the size of a city-wide master plan.

Mr. Stern stated the budget will not suffice for the amount of work the Board is requesting. He added that if bids come in higher than the budget the RFP should be designated more sharply. Work done ahead of time by him would offset the front end piece to the planning. He said

someone preparing a proposal would have so much front end work to do that the whole budget could be depleted. He anticipates he will have 140 worksheets after completing the review.

Ms. Suter agreed with Ms. Buchanan that the original RFP was overwhelming. She suggested making it more user-friendly with the use of bulleted lists.

Mr. Stern thinks the very first question is going to be of supply and demand, and the Board does not know at this point what it is asking for. That is why he plans to do a little work to understand what the dimensions are. He suggested that a Master Plan for a cemetery should be for 100 years.

Ms. Peterson said she has received RFPs in her work. She suggested making it very simple.

Ms. Gehringer suggested deciding what to eliminate in the RFP. She suggested eliminating the following:

- financial planning requirement (Introduction)
- evaluation of financial strategies (Objectives)
- up to 2 community engagement meetings (Scope of Work #1)

It was agreed by the Board members to retain the requirement for community engagement meetings.

Ms. Gehringer continued:

- simplify the requirement for Comprehensive Community Engagement Plan (Scope of Work #2)

Clerk Mynsberge explained the community engagement plan requirement directs the Contractor to decide how stakeholders will be gathered. She agreed that the language could be simplified.

Ms. Gehringer suggested the following change to the Scope of Work #2 section:

- Create a Community Engagement Plan to facilitate ongoing public participation of stakeholders in the master planning process.

Clerk Mynsberge suggested deleting the word Comprehensive in the heading of that section. The Board concurred.

Ms. Gehringer continued:

- Asked if paragraphs c and d are necessary (Scope of Work #3)

Ms. Gehringer suggested that the review of the contract is not necessary, and that the quarterly report review is not necessary because the Board does not control the report.

Clerk Mynsberge commented that paragraph d is what Mr. Stern has been discussing relative to supply and demand. She suggested taking out "quarterly reports", and request review of "burials and sales".

It was agreed to retain paragraph c and change paragraph d to read: Review burials and sales.

It was agreed to delete #4 Financial Planning from the Scope of Work.

Ms. Gehringer asked for Mr. Stern's comments. Mr. Stern responded that what the Board is doing is worthless and is a waste of time.

Ms. Gehringer asked for input on #5 of Scope of Work. Clerk Mynsberge suggested, to simplify the description, begin with the words "Develop plan for optimization...".

Ms. Gehringer suggested the #6 Plan Preparation under Scope of Work read, "Contractor will prepare a preliminary report for review by the City upon completion of the Community Engagement Plan, and Review and Analysis of Current Practices in Relation to Best Practices. The Contractor will prepare one reproducible PDF digital file of the draft version of the Plan."

Mr. Stern asked if the contractor recommends building a columbaria space does the Board want an estimate from the contractor as to the cost. Clerk Mynsberge responded that the Board will develop a prioritized work plan based on the master plan, available funding, and the City Commission's concurrence.

Ms. Gehringer confirmed that changes in #2 of Instructions to Bidders were made.

Ms. Gehringer questioned #2 in Contractor's Responsibilities/Submission Requirements. Clerk Mynsberge said this a resume-related item.

Ms. Gehringer suggested the following change to #9 (Contractor's Responsibilities/Submission Requirements):

- Delete word "Comprehensive" (a)
- Delete Financial Planning (c)
- Change d. Planning for Infrastructure, Features, and Landscape to c.

Ms. Gehringer confirmed that changes in #16 of Attachment A - Agreement were made.

Clerk Mynsberge said the bond requirements are a City requirement.

Clerk Mynsberge asked if the changes made address the Board's concerns. Ms. Suter commented the changes clean up the RFP a bit. Clerk Mynsberge said she will make the changes discussed and email the revised RFP to the members. The Board can discuss additional changes at the January meeting.

Ms. Gehringer asked for other input from the Board members.

Ms. Buchanan said the RFP is better, but some things are out of the Board's control.

Ms. Gehringer asked if the Board is happy with the revisions made today and wants to make a motion to issue the revised RFP, or does the Board want to see the revisions in January.

Ms. Suter would be in favor of voting today to issue the RFP after the revisions are made.

Ms. Peterson asked if holding this until January will hold it up.

Mr. Stern stated he wanted to see it again with the revisions. He wants to review it.



**MOTION:** Motion by Buchanan, seconded by Suter:  
To accept the revised conditions of the RFP.

VOTE: Yeas, 3  
Nays, 2  
Absent, 2 (Desmond, Schreiner)

Motion failed.

Clerk Mynsberge said she will include the revised timeline.

Ms. Peterson suggested a special meeting in a week. It was agreed that December 15<sup>th</sup> at 8:30 AM would be acceptable.

**MOTION:** Motion by Buchanan, seconded by Peterson:  
To hold a Special Meeting of the Board on December 15<sup>th</sup> at 8:30 AM to finalize the RFP.

VOTE: Yeas, 4  
Nays, 0  
Absent, 2 (Desmond, Schreiner)  
Abstain, 1 (Stern)

Clerk Mynsberge noted that the Board may have to meet in another room for the meeting. She will provide paper packets in that case.

## **VI. CONTRACTOR REPORT**

### **A. THIRD QUARTER 2017 FINANCIAL REPORT**

Ms. Gehringer asked that the record reflect that the report is two months late, and the Board would like to see it on a more timely basis.

Ms. Gehringer noted that the sales are definitely slowing down, and noted that more non-residents are purchasing plots.

Clerk Mynsberge said that the purchases do not really tell the whole story. She noted that there could be several reasons for that, such as former Birmingham residents, now retired elsewhere and wanting to be buried in the cemetery, or perhaps a child purchasing a grave space for a parent(s). She asked that the Board give some consideration as to whether or not the sales should continue being broken down by resident versus nonresident.

Ms. Gehringer said she thinks it is vital, and when the Master Plan is being done, we need to keep in mind that the Board needs to consider the non-Birmingham residents as well. Mr. Stern said that the digitization of the records would be helpful to know where every purchaser originated.

Ms. Buchanan noted that the gate has been repaired after many years. She questioned whether the gate is being closed. Ms. Gehringer said that should be handled by the Contractor. Ms. Buchanan suggested that an automatic, light-sensitive timer might be installed, as well as a sign informing visitors of the opening and closing times.

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

**VIII. BOARD COMMENTS**

**IX. ADJOURN**

The meeting adjourned at 9:40 AM.

ca

**GREENWOOD CEMETERY ADVISORY BOARD  
SPECIAL MEETING MINUTES  
FRIDAY, DECEMBER 15, 2017 AT 8:30 AM  
MUNICIPAL BUILDING, ROOM 203, 151 MARTIN**

**I. CALL TO ORDER**

Chairperson Darlene Gehringer called the meeting to order at 8:32 AM.

**II. ROLL CALL**

Present: Darlene Gehringer  
Linda Buchanan  
Linda Peterson  
Margaret Suter  
Kevin Desmond  
Laura Schreiner  
George Stern

Administration: City Clerk Mynsberge, Deputy Clerk Arft

**III. REQUEST FOR PROPOSAL FOR GREENWOOD CEMETERY MASTER PLAN**

**A. APPROVAL OF REVISIONS TO RFP FOR GREENWOOD CEMETERY MASTER PLAN**

Chairperson Gehringer stated that the sole purpose of the meeting is to approve the revisions to the RFP for the Greenwood Cemetery Master Plan.

Mr. Stern:

- Suggested that the City revisit the practice of requiring bonding.
- Said it is unusual to require a bond if nothing is being built.
- Believes firms are much less likely to place bids on City RFPs because of the requirement.
- Asked City Clerk Mynsberge to broach the topic of removing the bond requirement with City staff.
- Stated that there seem to be three separate projects within the Master Plan:
  - A demographic study;
  - A design study; and,
  - A financial study.
- Said that the Cemetery Board would likely need to figure out how to complete all three projects within the budget created by the Commission.

Chairperson Gehringer agreed with Mr. Stern about the bond, and stated that the City's policy should be revisited.

Mr. Stern stated:

- The RFP insufficiently explains the City's needs;
- No bidder could complete the project based on what is provided in the RFP.

Mr. Stern began to lay out his suggested revisions for the RFP:

- Page 3, paragraph 6: "Analyzing existing conditions" needs to be made more clear;
- Page 3, paragraph 6: "maximizing interment space" is not clear. He noted it could be interpreted as meaning double burials, one on top of another.

- Page 3: "Objectives", paragraph 1: Requires a demographic study, which would cost between \$12,000 - \$15,000. Costs may be more than the City anticipates.
- Page 4: "Scope of Work", paragraph 1: "The Contractor will coordinate with City staff and the City Attorney to ensure compliance with all State and/or Federal laws related to cemeteries" is unclear, and a prospective bidder will not know what it means.

Chairperson Gehringer paused Mr. Stern and said that the Board should not be nitpicking the RFP.

Ms. Suter pointed out that the RFP is based off the City's standard template.

City Clerk Mynsberge stated that the:

- Agreements in the legal contract require the bidder to adhere to State and ADA laws.
- City's requests are laid out in the Scope of Work section of the RFP.

Chairperson Gehringer requested a motion to approve the revisions, and stated she would like to hear the remainder of Mr. Stern's concerns only if the motion does not pass.

**MOTION:** Motion by Mr. Desmond, seconded by Ms. Buchanan:  
To approve the revisions to the RFP for Greenwood Cemetery Master Plan as submitted.

VOTE:           Yeas,    6  
                      Nays,    1 (Stern)  
                      Absent, 0

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

No members of the public were present.

**V. BOARD COMMENTS**

**VI. ADJOURN**

Chairperson Gehringer adjourned the meeting at 8:48 AM without calling for comments from the Board.



# MEMORANDUM

City Clerk's Office

**DATE:** January 2, 2018  
**TO:** Greenwood Cemetery Advisory Board  
**FROM:** J. Cherilynn Mynsberge, City Clerk  
**SUBJECT:** Discussion of 2017 Annual Report

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Once the Greenwood Cemetery Advisory Board (Board) receives the 4Q financial report from our cemetery management contractor, the 2017 Annual Report needs to be compiled for submission to the City Commission.

I have attached the 2015 Annual Report submitted by the Board to the City Commission on July 11, 2016, as well as the Commission's minutes on the subject. The Board should be able to use the report as reference in discussing the content of the 2017 Annual Report.

City Manager Valentine has suggested taking a comprehensive approach, including an executive summary, policies and a financial report.

In addition, based on the number of sales in Sections B & C reaching 161 by the end of 3Q 2017, the Board may want to consider including a recommendation on releasing additional plots in those sections. Attached are minutes from the August 10, 2015 City Commission stating the Commission's directive to the Board regarding the sale of new grave spaces in Sections B & C.



## **GREENWOOD CEMETERY ADVISORY BOARD 2015 ANNUAL REPORT**

Section 34-30 (h) of the Birmingham City Code requires the Greenwood Cemetery Advisory Board to submit an annual report to the City Commission. The report consists of the general activities, operation and condition of the cemetery for the preceding twelve months.

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

This report is broken down into several sections:

1. Background
2. 2015 Accomplishments
3. Status of the grave sales
4. Status of the Perpetual Care Fund
5. 2016 Goals

The following documents have been attached for reference:

- Ordinance Establishing GCAB
- Recommendations Checklist
- Cemetery Regulations
- Perpetual Care Ordinance

## **1. BACKGROUND**

The Greenwood Cemetery Advisory Board (GCAB) was established in October, 2014. The Board was charged with the following duties:

- A. To provide recommendations to the City Commission: Section 34-30 (g)
  - 1. Modifications: As to modifications of the rules and regulations governing Greenwood Cemetery.
  - 2. Capital Improvements: As to what capital improvements should be made to the cemetery.
  - 3. Future Demands: As to how to respond to future demands for cemetery services.
- B. The Board may call upon the City Manager for such services and data from the various departments as it may require. The GCAB may recommend to the City Commission the securing of such professional and consulting services as it may require, however, the GCAB shall not have any authority to authorize or otherwise obligate the City to incur expenses and/or approve contracts. Requests for expenditures shall be routed through the ex-officio member(s) of the GCAB to the City Commission for consideration. Section 34-30 (h)
- C. Day to Day Administration: The day to day administration of the cemetery shall be under the direction and control of the City, through the City Manager or his/her designee. Section 34-30 (g) (4)

The GCAB consists of seven members. The members were initially appointed to the GCAB in November, 2014. The members must be residents of the City and insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals. Every July, the Board elects a chairperson and vice-chairperson.

The GCAB is required to hold at least one regular meeting each quarter. The Board held ten meetings in 2015.

## **2. 2015 ACCOMPLISHMENTS**

The GCAB has been working its way through the "Recommendations Checklist" assembled by the former Greenwood Cemetery Advisory Committee in its Final Report.

### SPACE AVAILABILITY AND THE SALE OF GRAVES – Recommendations #4, 5, 8, 11

The demand for graves in Greenwood Cemetery has been very high. After reviewing the City records, the City Contractor, Elmwood Cemetery, found a number of grave spaces that had never been sold or used for burials. In addition, they identified several areas which could be used for burials in the green space between existing lots.

The Board thoroughly discussed whether this green space should be used for additional burials. Since Greenwood Cemetery is designated as a historic district, the Board recommended the Historic District Commission (HDC) review whether the green space could be used for additional burials and whether there were any limitations that would prohibit or be impacted by such action. The HDC was supportive of the sale of graves including the newly designated grave sites.

The GCAB recommended the City offer the graves located in the green space of Sections B, C, D, K, L and O for sale with several conditions. The City Commission approved the sale of graves as recommended (initially limiting the sale of new grave spaces in Section B & C to 240. Once 200 grave spaces are sold in Section B & C, the GCAB will review those sections again).

### GROUND PENETRATING RADAR (GPR) – Recommendation #12

Prior to the sale of graves, the GCAB discussed the use of Ground Penetrating Radar (GPR), whether it should be done and if so, the entire cemetery or only the green space. The Board recommended staff obtain quotes for the GPR. Preliminary proposals were obtained from three companies and ranged from \$7,800 - \$36,000 for the entire cemetery and \$3,900 - \$19,500 for only the green space.

GPR has the capability of detecting metallic and non-metallic objects such as concrete, wood, and bones. It provides a cross-sectional view of objects embedded within the subsurface. The non-metallic items are not always distinguishable from the surrounding materials. GPR signal response is dependent on the burial material type as well as soil type, subsurface debris, and other sources of radio frequency noise.

The GCAB recommended that the City Commission authorize a Request for Proposal be issued for Ground Penetrating Radar services for both the entire cemetery and also only sections B, C, D, K, L, and O. Since that time, the contractor offered to have the GPR service done on the green space in these Sections. The City authorized the contractor to proceed with GPR on the green space in the Sections recommended for sale. The service was paid for by the contractor at no cost to the City.

### CEMETERY REGULATIONS – Recommendation #7

In order to offer the graves for sale, the GCAB had to review the cemetery regulations. Recommendation #7 recommended the Greenwood Cemetery Operational Procedures, Conditions and Regulations be reviewed to ensure the regulations are fully inclusive. The GCAB discussed the regulations at length and made a number of revisions. The revisions were approved by the City Commission in August, 2015.



### 3. STATUS OF GRAVE SALES

On August 10, 2015, the City Commission authorized the Contractor to begin selling the newly identified grave spaces, in Sections B, C, D, K, L, and O, to individuals on the Grave Interest List. The breakdown of sales in these Sections are listed below.

#### NEWLY IDENTIFIED GRAVE SPACES\*\*

##### TOTAL NUMBER OF GRAVES SOLD PER SECTION (AS OF 12/31/15)

Section	Number of Graves Identified	Number of Graves Sold	Number of Graves Remaining
B	408	33*	375
C	72	11*	61
D	8	6	2
K	16	14	2
L	16	8	8
O	10	6	4
<b>TOTAL</b>	<b>530</b>	<b>78</b>	<b>452</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.

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

In addition to the newly identified grave spaces above, the Contractor was able to identify several odd shaped areas along the road that could be used for grave spaces.

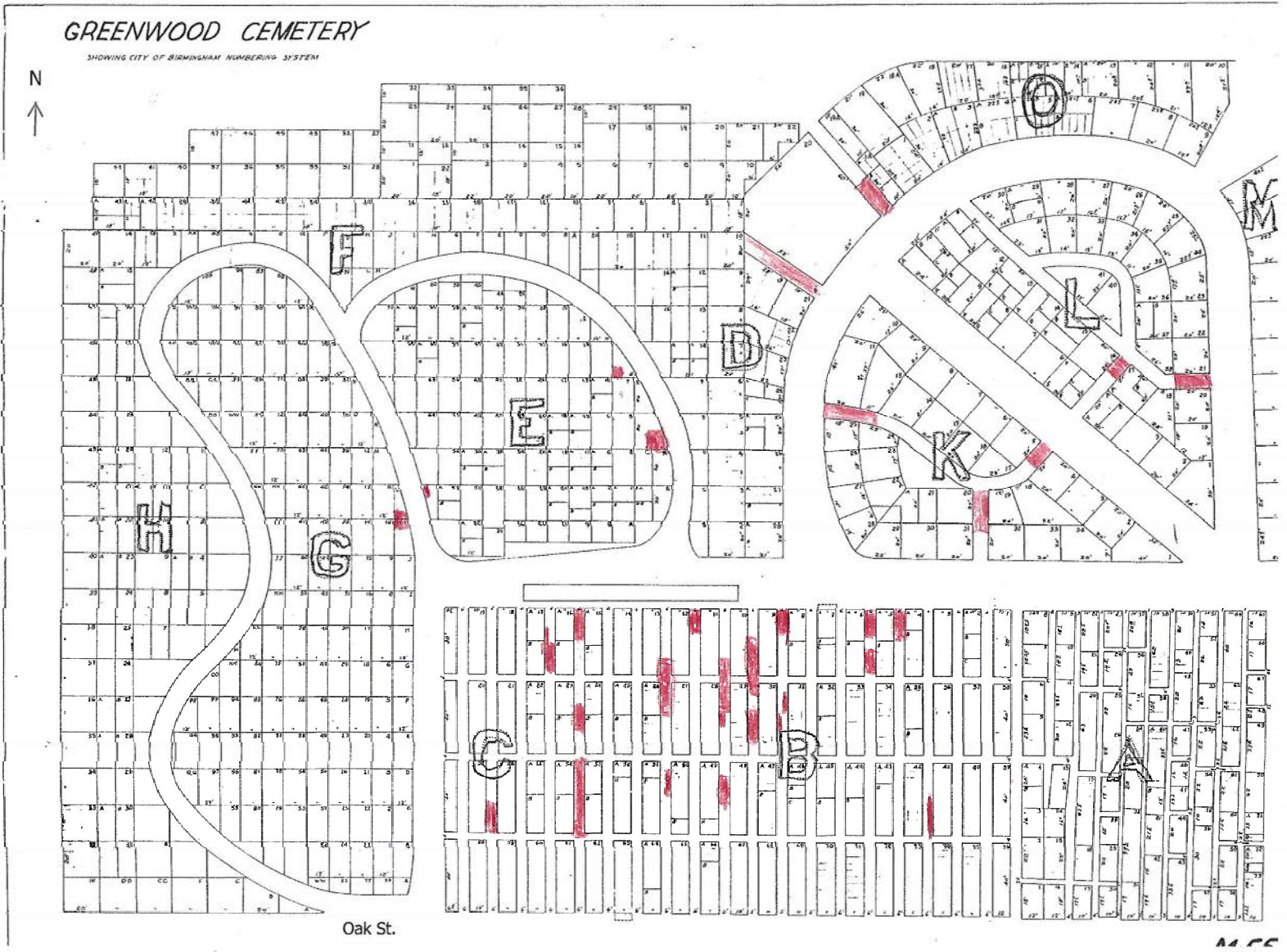
#### AREAS ALONG THE ROAD

##### TOTAL NUMBER OF GRAVES SOLD PER SECTION (AS OF 12/31/15)

Section	Number of Graves Sold
G	14
E	11
<b>TOTAL</b>	<b>25</b>

NOTE: Anyone interested in purchasing a grave space, must add their name to the Grave Interest List.

A map showing the location of the graves purchased (highlighted in red) is below.



## BREAKDOWN OF GRAVES SOLD BY QUARTER

### JANUARY – MARCH (FIRST QUARTER)

2015	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	-	-	1	\$2,250.00	\$750.00
Non-Resident	-	-	-	-	-	-
<b>TOTAL</b>	<b>1</b>	<b>-</b>	<b>-</b>	<b>1</b>	<b>\$2,250.00</b>	<b>\$750.00</b>

### APRIL – JUNE (SECOND QUARTER)

2015	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*	1 (6 graves purchased)	8	\$15,000.00	\$5,000.00
Non-Resident	-	-	-	-	-	-
<b>TOTAL</b>	<b>-</b>	<b>2</b>	<b>6</b>	<b>8</b>	<b>\$15,000.00</b>	<b>\$5,000.00</b>

\*cremation only grave purchased at \$1,000 each.

### JULY – SEPTEMBER (THIRD QUARTER)

2015	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	3	8	1 (6 graves purchased)	25	\$51,750.00	\$17,250.00
Non-Resident	2	7	1 (4 graves purchased)	20	\$36,000.00	\$12,000.00
<b>TOTAL</b>	<b>5</b>	<b>30</b>	<b>10</b>	<b>45</b>	<b>\$87,750.00</b>	<b>\$29,250.00</b>

(Does not include 6 graves currently on a payment plan)

### OCTOBER – DECEMBER (FOURTH QUARTER)

2015	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	4	1	1	9	\$18,000.00	\$6,000.00
Non-Resident	3	8	5 (3, 3, 3, 4 & 8* graves purchased)	40	\$62,250.00	\$20,750.00
<b>TOTAL</b>	<b>7</b>	<b>18</b>	<b>24</b>	<b>49</b>	<b>\$80,250.00</b>	<b>\$26,750.00</b>

(Does not include 8 graves currently on a payment plan)

\*cremation only grave purchased at \$1,000 each.

**Breakdown of Graves Sold by Quarter Continued:**

The fees to purchase a grave space are listed below:

\$3,000.00	Full size
\$2,000.00	Cremation size (accommodating two cremated remains)
\$1,000.00	Cremation size (accommodating one cremated remains)

#### 4. STATUS OF THE PERPETUAL CARE FUND

The Perpetual Care Fund was established in October, 2014 (Section 34-20 of the City Code). It can only be used for the perpetual care and maintenance of Greenwood Cemetery. The use of these funds are approved by the City Commission during the budget process.

*"Sec. 34-29(a) - Perpetual care fund. Establishment of fund; name. The city hereby establishes, subject to the control of the city commission, a fund separate and apart from all other funds, property or securities belonging to the city, or belonging to any other entity, for the perpetual care and maintenance of Greenwood Cemetery property owned by the city, together with its buildings and appurtenances, any extension or enlargements thereof, and any mausoleum or burial crypts thereon. All deposits hereafter deposited with the city pursuant to this section and earnings thereon (such deposits and earnings being hereinafter referred to collectively as "Care Funds"), shall be administered in accordance with Act 215 of 1937 (MCL § 128.1 et seq.) and the terms of this section. The perpetual care fund hereby established shall be known as the Greenwood Cemetery Perpetual Care Fund."*

The City receives 75% of the price for the sale of non-private grave spaces. Below is a breakdown of funds received by the City.

#### TOTAL CITY PERCENTAGE (75% OF THE SALE PAID TO THE CITY)

2015	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER	YEAR TO DATE
Grave Sales	\$2,250.00	\$15,562.50*	\$88,312.50*	\$80,250.00	\$186,375.00
Interest Earned	\$0	\$30.29	\$47.72	\$139.58	\$217.59
Fees Paid on Perpetual Care Fund	(\$0)	(\$3.44)	(\$8.56)	(\$20.29)	(\$32.29)
<b>TOTAL</b>	<b>\$2,250.00</b>	<b>\$15,589.35</b>	<b>\$88,351.66</b>	<b>\$80,369.29</b>	<b>\$186,560.30</b>

\*Reflects an overpayment made by the contractor to the City in the amount of \$562.50 for additional rights of burial. The contractor will make the adjustment in the next payment to the City.

#### TOTAL CONTRACTOR PERCENTAGE (25% OF THE SALE PAID TO THE CONTRACTOR)

2015	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER	YEAR TO DATE
Grave Sales	\$750.00	\$5,000.00	\$29,250.00	\$26,750.00	\$61,750.00
<b>TOTAL</b>	<b>\$750.00</b>	<b>\$5,000.00</b>	<b>\$29,250.00</b>	<b>\$26,750.00</b>	<b>\$61,750.00</b>

The Contractor receives 25% of the price for the sale of non-private grave spaces. In addition to grave sales, the Contractor also provides cemetery management services for the operation of Greenwood Cemetery. This includes services such as burials, foundations, lawn care, processing ancestry inquiries and sales.

## 5. 2016 GOALS

The GCAB has several items remaining on the Recommendations Checklist (listed below).

As approved by the GCAB on February 5, 2016:

1	To recommend an RFP for GPR services be issued for the entire cemetery to develop a map of all known burial sites
2	To investigate the feasibility of installing columbaria for the inurnment of cremated remains
3	To develop a donor program for improvements specific to and appropriate to the cemetery
4	To digitize the burial records
5	To recommend an RFP for a Master Plan for Greenwood Cemetery
6	To recommend that the City of Birmingham review the Greenwood Cemetery Management Agreement
7	To contact owners whose records reflect no burials in the last fifty years to determine if they wish to sell graves back to the City
8	To commence reclamation and review records every ten years
9	To continue to review the cemetery regulations

## Chapter 34 - CEMETERIES

## FOOTNOTE(S):

--- (1) ---

**Cross reference**— Administration, ch. 2.

**State Law reference**— Municipal control and perpetual maintenance of cemetery lots, MCL 128.1 et seq.

## ARTICLE I. - IN GENERAL

Secs. 34-1—34-25. - Reserved.

## ARTICLE II. - GREENWOOD CEMETERY

Sec. 34-26. - Supervision.

The care, maintenance and operation of Greenwood Cemetery in the city shall be under the supervision and control of the city manager.

*(Code 1963, § 3.41)*

Sec. 34-27. - Sale of lots.

The sale of the lots in Greenwood Cemetery, and the issuance of burial and other permits pertaining to the use of lots in the cemetery shall be under the control and supervision of the city clerk. Upon payment of an administrative fee in the amount set forth in the schedule of fees, charges, bonds and insurance, such clerk shall record all sales and transfers of lots in the cemetery. The clerk shall keep an accurate record of all interments in the cemetery.

*(Code 1963, § 3.42; Ord. No. 1507, § 3.42, 11-25-91; Ord. No. 2010, 2-8-10)*

Sec. 34-28. - Rules and regulations.

The city manager may adopt such rules and regulations for the control of Greenwood Cemetery, for the conduct of persons therein, and governing the charges for lots, burial spaces and services, as he may deem necessary. Such regulations shall, when approved by resolution of the city commission, have the full force and effect of law, and shall be binding upon all persons in and about the cemetery. All such regulations shall be available to the public at the office of the city clerk, and elsewhere as the manager may direct.

*(Code 1963, § 3.43)*

Sec. 34-29. - Perpetual care fund.

(a) *Establishment of fund; name.* The city hereby establishes, subject to the control of the city commission, a fund separate and apart from all other funds, property or securities belonging to the city, or belonging to any other entity, for the perpetual care and maintenance of Greenwood Cemetery property owned by the city, together with its buildings and appurtenances, any extension or enlargements thereof, and any mausoleum or burial crypts thereon. All deposits hereafter deposited with the city pursuant to this section and earnings thereon (such deposits and earnings being

hereinafter referred to collectively as "Care Funds"), shall be administered in accordance with Act 215 of 1937 (MCL § 128.1 et seq.) and the terms of this section. The perpetual care fund hereby established shall be known as the Greenwood Cemetery Perpetual Care Fund.

(b) *Deposits.*

(1) *General.* The city shall set aside and deposit within the perpetual care fund, within the time period required by law, the amount of funds required by the Act. The city agrees to accept care funds paid in accordance with this section and to maintain such amounts and records as are necessary to carry out its obligations.

(2) *Multiple care funds.* The city may establish more than one care fund as specified by the city commission, provided that the procedures and requirements for establishing a care fund, under this section are complied with separately for each separate care fund. Each separate care fund shall be handled by the city in like manner as if each such care fund were governed by its own separate and distinct agreement with terms identical to those contained herein.

(3) *Rejection of donation.* The city reserves the right to reject any donation.

(c) *Investments.* The city is hereby expressly authorized and empowered to manage the care fund in accordance with Act 20 of 1943 (MCL § 129.91), as amended and within the parameters of the city's investment policy as adopted by the city commission and conforming to all statutes governing the investment of public funds.

(d) *Distribution of income.* The ordinance of the care fund shall be held intact by the city pursuant to the terms herein, and any interest and dividends (i.e. income, generated from the principal of the care fund) shall be paid for the care and maintenance of the cemetery. For purposes of this section, net capital gains shall be treated as principal. To the extent that income so generated is not immediately paid, such income shall be retained and shall be characterized as undistributed income.

(e) *Records.* The city shall maintain such records for each care fund and will evidence the amounts received for deposit, the amounts disbursed and withdrawn, the total amount of care funds held and the location, description, and character of the investments of the care fund.

(f) *Reports.*

(1) *Annual.* The city shall provide an annual (fiscal year, July 1 through June 30) accounting as of June 30 of each year.

(2) *Other.* The city will furnish such additional reports or information related to the care fund as may be required by ordinance and as may be required by the city or the state.

(Ord. No. 2145, 10-13-14)

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

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

(b)



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

- (c) *Removal of members.* Members of the Greenwood Cemetery advisory board shall hold office at the pleasure of the city commission and can be removed at any time with or without cause.
- (d) *Organization.* The Greenwood Cemetery Advisory Board shall elect a chairperson and vice-chairperson from its membership annually at its first meeting after the first Monday of July.
- (e) *Meetings.* The Greenwood Cemetery Advisory Board shall hold at least one regular public meeting in each quarter on such date and at such time and place as may be established by resolution of the Greenwood Cemetery advisory board. The Greenwood Cemetery advisory board shall keep a written or printed record of its proceedings which shall be a public record and property of the city.
- (f) *Expenditures and assistance.* The Greenwood Cemetery advisory board may call upon the city manager for such services and data from the various departments as it may require. The Greenwood Cemetery advisory board may recommend to the city commission the securing of such professional and consulting services as it may require, however, the Greenwood Cemetery advisory board shall not have any authority to authorize or otherwise obligate the city to incur expenses and/or approve contracts. Requests for expenditures shall be routed through the ex-officio member(s) of the board to the city commission for consideration.
- (g) *Powers and duties.* In general, it shall be the duty of the Greenwood Cemetery advisory board to provide recommendations to the city commission:
  - (1) *Modifications.* As to modifications of the rules and regulations governing Greenwood Cemetery;
  - (2) *Capital improvements.* As to what capital improvements should be made to the cemetery;
  - (3) *Future demands.* As to how to respond to future demands for cemetery services; and
  - (4) *Day to day administration.* The day to day administration of the cemetery shall be under the direction and control of the city, through the city manager or his/her designee.
- (h) *Reports.* The Greenwood Cemetery advisory board shall make and submit to the city commission annually a report of the general activities, operation, and condition of the Greenwood Cemetery for the preceding 12 months. The Greenwood Cemetery advisory board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the Greenwood Cemetery advisory board, advise the city commission in writing on all matters necessary and proper for and pertaining to the proper operation of Greenwood Cemetery and any of its activities or properties.
- (i) *Protection of property.* No person shall take, use, or occupy the Greenwood Cemetery except in accordance with such rules and regulations governing such as may from time to time be authorized by the city commission.

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

## GREENWOOD CEMETERY RECOMMENDATIONS CHECKLIST

	DATE COMPLETED	SECTION	RECOMMENDATIONS FROM FINAL REPORT
1	10/13/14 Approved by City Commission	4.1	Establish a Perpetual Care Fund to begin to develop the necessary funds derived from the sale of City-owned burial plots and donations to provide for the ongoing maintenance and improvements to Greenwood Cemetery.
2	10/13/14 Approved by City Commission	5.1	Establish a standing advisory board to provide recommendations to the City on rules and regulations governing the cemetery, capital improvements and on future demands for cemetery services.
			<b>ITEMS TO BE CONSIDERED IN THE FIRST SIX MONTHS</b>
3		1.2	The Committee recommends that the City of Birmingham shall promptly commence reclamation proceedings under Public Act 46 of 1931 to acquire title to burial spaces believed to be abandoned for at least 50 years. The City of Birmingham shall complete those reclamation proceedings at the earliest practical time. Thereafter, the City of Birmingham shall review the cemetery records at least every 10 years to determine whether to undertake additional reclamation proceedings.
4	6/19/15	1.4	<p>The Committee recommends that for any future plot sales by the City a restriction be placed upon such sales requiring that the owners wishing to sell these plots may only return the unused plots to the City for resale and that no private sales of those plots may occur. This recommendation does not apply to burial sites privately owned prior to the date the City adopts this recommendation, unless the City subsequently acquires any such burial site.</p> <p><b>GCAB recommended revisions to the Rules and Regulations which include this restriction. – 6/19/15</b>  <b>CC approved – 8/10/15, (initial sales in Sections B &amp; C are limited to 240 grave spaces. Must be reviewed once 200 grave spaces have been sold in Sections B &amp; C.)</b></p>
5	6/19/15	1.8	<p>The Committee recommends that letters be sent by first class mail to those on the Interest List to purchase burial rights to confirm that they wish to remain on the List and with the consequence that by not responding within 30 days they will be removed from the Interest List. The Committee further recommends that the sale of City owned plots be sold pursuant to this List in accordance with the following procedure:</p> <ol style="list-style-type: none"> <li>a. Letters are sent to those on the Interest List pursuant to the above recommendation.</li> <li>b. Anyone from the List who did not respond when the time period expires will be allowed to be added back on the List on a first-come, first-serve basis.</li> <li>c. This recommendation does not apply to burial sites privately owned prior to the date the city adopts this recommendation,</li> </ol>

			<p>unless the city subsequently acquires any such sites.</p> <p>GCAB recommended letters be sent once grave space is available. – 6/19/15 The contractor is contacting individuals on the Grave Interest List.</p>
6	N/A	2.1	<p>The Committee recommends that the roadway between Sections K and L be developed to accommodate an estimated 70 traditional casketed spaces and with the possibility of installing a dignified pathway to provide access.</p> <p>Per the Michigan Historic Preservation Manual, pg 140: “The circulation pattern of roads and pathways in the cemetery should remain as originally laid out.” - HDC meeting 3/18/15</p>
7	6/19/15 & ONGOING REVIEWS	8.2	<p>The Committee recommends that the City Commission review the Greenwood Cemetery Operational Procedures, Conditions and Regulations to ensure they are fully inclusive.</p> <p>GCAB recommended revisions to Rules and Regulations. – 6/19/15 CC approved – 8/10/15</p>
<b>ITEMS TO BE CONSIDERED WITHIN THE FIRST TWELVE MONTHS</b>			
8	5/1/15	1.1	<p>The Committee recommends the City identifies the unsold/unused burial spaces at the cemetery and offer them for sale.</p> <p>GCAB recommended the graves in the green space of Sections B, C, D, K, L, O be offered for sale with certain restrictions – 5/1/15</p>
9		2.2	<p>The Committee recommends that the City of Birmingham investigate the feasibility of installing columbaria for the inurnment of cremated remains, including but not limited to, the north boundary of Greenwood Cemetery.</p> <p>GCAB approved a motion to request the City Commission authorize a Request for Proposal to guide the cemetery board in the development of a master plan for columbarium options – 12/4/15.</p>
10		4.2	<p>The Committee recommends the City develop a donor program for improvements specific to and appropriate to the cemetery.</p> <p>GCAB approved a motion to recommend that the City Manager and City Attorney review the Greenwood Cemetery Donor Recognition Program as amended – 4/1/16.</p>
<b>ITEMS TO BE CONSIDERED AFTER THE FIRST YEAR</b>			
11	6/19/15	1.3	<p>The Committee recommends that any sales occurring as the result of the reclamation process initially be offered to those currently on the Interest List according to the date their name was added to the List and thereafter offered to the general public.</p>

			<p>GCAB recommended the proposed schedule to offer graves for sale in the green space of Sections B, C, D, K, L, O by contacting the first 20 individuals on the Interest List, then the next 20, and so on. – 6/19/15</p> <p>CC recommended anyone who wants to purchase graves must add their name to the Interest List. – 06/29/15</p>
12	06/30/15 Completed green space in B, C, D, K, L, O	1.6	<p>The Committee recommends the City utilize both existing burial records and Ground Penetrating Radar (GPR) to develop a map of all known burial sites.</p> <p>GCAB recommended an RFP for GPR service be issued on the entire cemetery and the green space in Sections B, C, D, K, L, O. – 4/10/15</p> <p>The Contractor offered to pay for GPR service in the green space in Sections B, C, D, K, L, O. GPR completed – June, 2015</p> <p>GCAB approved a motion to request a RFP for Ground Penetrating Radar services for the entire cemetery, except for those areas already performed by Elmwood, with any sensitive information redacted before public release – 12/4/15.</p>
13		8.1	<p>The Committee recommends that the City of Birmingham review the Greenwood Cemetery Management Agreement dated June 24, 2013 in light of the Committee's other recommendations to determine whether to modify the Agreement to be consistent with those recommendations the City Commission adopts or to terminate the Agreement.</p>
			<b>OTHER RECOMMENDATIONS FROM THE FINAL REPORT</b>
14		1.5	<p>The Committee recommends that the City digitize its burial records.</p>
15		1.7	<p>The Committee recommends that the City notify owners whose records reflect no burials (single spaces and within family lots) within the last 50 years to determine if they wish to sell back to the City.</p>
16	N/A	3.1	<p>The Committee recommends <u>against</u> expanding Greenwood Cemetery's boundaries at this time.</p>
17	Completed, 2014	4.3	<p>The Committee recommends the City seek a legal opinion whether the cemetery is or could be classified as a park within the meaning of MCL 129.97a(1) of Public Act 20 of 1943, such that the trust could earn market rate of return.</p> <p>STAFF NOTE: October, 2014 - This review has concluded that despite the title of the property, funds received by the City are subject to the investment rules that are set forth in Act 20 of 1943 (MCL §129.91). Therefore, the City's investment policy conforms to this statute which limits the investment vehicles that are available to municipalities and the reclassification to a park is not advantageous.</p>

Updated 5/23/16

**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 - F-NORTH ONLY**

- a. No structures shall be placed or constructed by anyone other than employees of the City or its designated contractor in the area of Greenwood Cemetery designated as the "Flush Memorial Section".
- b. Bronze or granite markers only, set flush with the turf, will be permitted in this section. No structures which would extend above the ground level shall be permitted.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 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

**EXCERPT  
BIRMINGHAM CITY COMMISSION MINUTES  
JULY 11, 2016  
MUNICIPAL BUILDING, 151 MARTIN  
7:30 P.M.**

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

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

**II. ROLL CALL**

ROLL CALL:	Present,	Mayor Hoff Commissioner Bordman Commissioner Boutros Commissioner DeWeese Commissioner Harris Mayor Pro Tem Nickita Commissioner Sherman
	Absent,	None

Administration: City Manager Valentine, City Attorney Currier, Clerk Pierce, Police Chief Clemence, City Planner Ecker, Finance Director Gerber, Deputy Treasurer Klobucar, City Engineer O'Meara, DPS Director Wood, Building Official Johnson, HR Manager Taylor, Assistant to the Manager Haines

**VI. NEW BUSINESS**

**07-226-16 GREENWOOD CEMETERY ADVISORY BOARD  
2015 ANNUAL REPORT  
& GREENWOOD CEMETERY CONTRACT UPDATE**

The Commission received the Greenwood Cemetery Advisory Board 2015 Annual Report and the Greenwood Cemetery Report/Contractor Update submitted by City Clerk Pierce.

City Clerk Pierce presented the 2015 Greenwood Cemetery Advisory Board (GCAB) Annual Report. Ms. Pierce explained that the GCAB addressed three major items in 2015 which include space availability and the sale of graves, ground penetrating radar, and updating the rules and regulations. She explained that 103 graves were sold in 2015, 44 of which were sold in Sections B & C. Once 200 graves are sold in Sections B & C, the GCAB will discuss whether to continue selling graves in those sections and a recommendation will be given to the Commission. Ms. Pierce presented the financial information from the sale of the newly designated graves.

Commissioner DeWeese suggested including a breakdown of where the non-residents are from who have purchased graves and whether they are former residents or have some connection with the City. He requested an update on Public Act 13 in terms of the perpetual care fund and maintaining historical markers.

Commissioner Bordman suggested the contractor is responsible for the upkeep in the cemetery and that repair should be borne by the contractor. City Manager Valentine explained that the structural maintenance of the cemetery still resides with the City. He explained that the perpetual care fund will effectively be used as the source of funding for the ongoing care and maintenance in the future once significant principal is established in that fund. He stated that the contractor handling the headstones was not part of the contract.

Commissioner DeWeese suggested the GCAB consider recommending steps to make a Friends of Greenwood Cemetery 501c(3) that could be used as a fundraising and support arm similar to the library and museum.

Finance Director Gerber explained that Public Act 13 allows cities to invest some of the cemetery perpetual care funds in mutual funds. The requirement in the Act is that the mutual fund be rated in the top two tiers of a nationally recognized mutual fund rating agency and no more than 60% of the funds fund balance can be invested in equity securities. He cautioned that as with any investment in the market, there is a potential for market loss. The way the City currently invests its funds is very secure, but does limit the interest income.

Mr. Valentine pointed out that the Finance Director is working on developing a policy to allow for this more risky type of investment. The policy will be presented to the Commission with parameters in place by which the City manages its funds.

Mayor Hoff stated that reclamation is a way of getting grave sites that no one is ever going to use and do not know they even have in their family. It is a research and ~~data~~ ~~date~~ information process. Mr. Valentine explained that, to alleviate the concern of the grave owners, there was no direction given by the Commission to proceed with reclamation. It was rather to proceed with the spaces available existing in the cemetery.

Commissioner Bordman expressed support of starting the process to discover how many spaces have not been used in a number of decades and proceeding to inquire, not take, but inquire of any family members whether those spaces are ever going to be used. If the answer is no, they could sell them back to the City for the going rate instead of creating new spaces.

Commissioner Sherman explained the discussion held by the former Commission regarding reclamation and the concern from individuals who had plots within the cemetery. He pointed out that there is space available in the cemetery and reclamation is not a pressing need.

Commissioner Harris agreed with the Commission's decision in August and expressed support of the status quo. Wait to see if there is a demand, then balance it against the concern with reclamation. He commented that the figures are low and show a potential lack of demand.

Darlene Gehringer, chairperson of the GCAB, expressed concern with the payment plan and noted that the payment plan is not part of the contract. She commented that Elmwood has been offering this payment plan without knowledge or approval by the GCAB or by the City Commission and a payment plan is not part of the contract.

Ms. Gehringer She also expressed concern with the Lot Resale Policy where the City pays 100% of the repurchase price. She commented that if a lot is sold at \$3,000 and the owner wants to sell the grave, it is not available to sell on the open market. That has been changed by the City Commission. The City will repurchase the grave for \$1,500 and then the City can resell it again

for \$3,000. The contractor is getting 25% on both sales, but they are not paying 25% on the repurchase price. She stated that she thinks the contractor should pay. If you are sharing in the profits, you should share in the cost and the loss as well. She stated that the contractor should share in that as well. She recommended that this be reviewed and noted it is up to the Commission's discretion what to do with it.

Ms. Gehringer She noted that the Board has requested an RFP for ground penetrating radar be done on the entire cemetery which would help in the reclamation process—and part of that is to identify perhaps what looks like an empty grave, but may actually have remains from the early 1800's or an unidentified grave. She stated that she is in favor of the reclamation process. She stated that the reclamation process has changed so it is less than a year now— She stated that the reclamation process does not take seven years. It has been changed and can take less than a year. She suggested we might give it a little bit longer to let people respond, but it no longer legally takes seven years to do a reclamation process.

Commissioner Boutros questioned how Ms. Gehringer obtained that information. Ms. Gehringer responded that the information came from Mr. Stern who is very knowledgeable with cemetery procedures. She explained that in her opinion, the initial part is to go through ground penetrating radar to make sure what we think is an empty grave is in fact an empty grave, then proceed from there.

Ms. Pierce explained that the ground penetrating radar request is planned to be presented in the 2017-18 budget year. She explained the payment plan and noted that the City Attorney reviewed the contract and the rules and regulations and found that neither speak to the methodology of sale. Ms. Pierce explained the Lot Resale Policy only addresses graves sold after October 1, 2014. If someone owned a grave prior to that date, they could sell it privately.

George Stern, resident & GCAB member, expressed concern with the payment plan. He suggested the Commission ask the GCAB to discuss whether the City should have a regulation permitting the payment of graves over time, should it include interest, and a time limit for payment. He expressed concern with the location of the newly designated graves and suggested the Commission ask the GCAB to revisit this regulation. He stated that the City is doing a disservice to its residents by offering this precious and rare commodity, the graves at the cemetery, to non-residents at the same enticing prices as offered to residents. He suggested the possibility of not selling graves to non-residents. Mr. Stern suggested the Commission move to adopt Public Act 13 speedily. He encouraged the Commission to move forward with reclamation under Public Act 215.

City Attorney Currier explained that the courts have ruled that one cannot exclude non-residents. He explained that the cemetery is not supported by taxes, therefore the ability to have a differential in fees is not there.

City Clerk Pierce presented the Greenwood Cemetery Update/Contractor Update. She explained that the City entered into an agreement with the Historic Elmwood Cemetery for Cemetery Management Services in 2013. She pointed out that the care, maintenance, and operation of the Cemetery remain under the supervision and control of the City Manager. Ms. Pierce presented a breakdown of the responsibilities of the City before and after the contract and the contractor's current responsibilities. She presented the financial information since the inception

of the contract as well. She noted that the labor costs are not tracked separately by the City and the Contractor.

Ms. Pierce explained the Grave Interest List and the process used by the contractor to contact the individuals on that list. She explained that a payment plan is offered by the contractor. She pointed out that once the payment plan is fulfilled, the City will receive its 75% portion of the sale. Burials cannot occur until the payment plan is paid in full.

Commissioner Harris commented on the pace of the contractor contacting individuals on the Grave Interest List. He stated that it seems like a slow and inefficient pace.

Commissioner DeWeese stated that he would like to see a more comprehensive review of all the costs and revenues for the contractor that are associated with the cemetery.

In response to a question from Commissioner Bordman regarding monuments and gravestones, Kevin Desmond, GCAB member, explained that the contractor, any funeral home, and any independent monument dealer could sell monuments and markers. He further explained that the contractor does not sell caskets, vaults or flowers.

Mr. Desmond encouraged the Commission to focus on the fact that new graves would not be available without the contractor. The contractor has mapped out the new spaces and met with the families. It has created a situation for the income to be coming to the City for the creation of the Perpetual Care fund. The cemetery is being managed and the residents are being served at an exceptional level and better than when the City itself was managing it.

George Stern stated that the Community Foundation for Southeast Michigan has a negative return and you can never get the money back and never borrow from it. He commented on his opinion of the contractor's financial information.

Commissioner DeWeese suggested the GCAB create a possible action list for the Commission to review to prioritize some of the different issues. The Commission can make the judgement and prioritize the list.

Laura M. Pierce  
City Clerk



**EXCERPT**  
**BIRMINGHAM CITY COMMISSION MINUTES**  
**AUGUST 10, 2015**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:30 P.M.**

**II. ROLL CALL**

ROLL CALL: Present, Mayor Sherman  
Commissioner Dilgard  
Mayor Pro Tem Hoff  
Commissioner Moore  
Commissioner Nickita  
Commissioner Rinschler  
Absent, Commissioner McDaniel

Administration: City Manager Valentine, City Attorney Currier, Clerk Pierce, Public Relations Specialist Gamboa, Billing Manager Laing, DPS Director Wood, IT Manager Gemmell, Deputy Treasurer Klobucar, City Engineer O'Meara, Police Chief Studt, Deputy Police Chief Clemence, Commander Busen

**V. UNFINISHED BUSINESS**

**08-174-15 GREENWOOD CEMETERY RULES AND REGULATIONS  
FEE SCHEDULE AND SALE OF GRAVE SPACES**

Mayor Sherman noted that the Commission received information from the City Attorney explaining that the statute in question on the reclamation does not apply to municipal cemeteries.

City Clerk Pierce explained that the Greenwood Cemetery Advisory Board (GCAB) held a meeting in August to discuss the requests from the City Commission. She explained that the Board recommended that the number of graves allowed to be sold per inquiry not be limited. Members of the Board felt that by limiting the number of graves allowed to be purchased would unintentionally penalize large families. In addition, the Board did not want to limit the number of graves allowed to be purchased to the number originally requested when added to the Interest List as circumstances may have changed for that individual.

Ms. Pierce explained that the GCAB also recommended that there not be a staggering pattern. There are many graves in the cemetery that were sold many years ago and still do not have markers on them. It was noted that the staggering pattern of the markers would naturally happen as burials occur over time.

Ms. Pierce explained that the GCAB was split as to whether a flat rate or tiered fee schedule should be implemented. Some members did not want to penalize non-residents and some were concerned with adding an additional fee on top of the high cost for a grave. Other members thought the fee should be doubled for non-residents. She noted that staff has found that there

would be a procedural difficulty in determining who is actually a resident as there are many variables to consider.

The Commission discussed the recommendations from the GCAB. Commissioner Rinschler expressed support of the recommendation to not limit to the number of graves allowed to be purchased. Commissioner Nickita stated that his concern is the potential for speculation and noted that it is problematic to restrict a large family.

Mayor Pro Tem Hoff stated that she does not object to not limiting the number of graves to be sold. As far as the stagger pattern in Sections B & C, she maintained her position that she is not in favor of selling graves in Sections B & C.

Commissioner Nickita commented on the organic nature of the cemetery and noted that once the cemetery is completely filled, there would be no stagger pattern to the markers, it would be rigidly laid out.

Commissioner Rinschler agreed with the GCAB recommendation to not do the stagger pattern. He suggested the sale should be limited to 240 to have some break and a review point. Commissioner Dilgard concurred.

Commissioner Moore commented on resident versus non-resident fees. He stated that the question is whether there are costs incurred by taxpayers that are not incurred by non-resident who either own or will own plots in the cemetery. Once the perpetual care fund is established, everyone pays into that fund and there should not be discrimination or difference. If there are no costs or if they are diminimus, then there should not be a two-tiered system. Commissioner Moore stated that it is a minor issue because the contractor is taking care of the day to day maintenance of the cemetery.

George Stern, 1090 Westwood and chair of the GCAB, commented that this is a classic business problem of allocation of demand under conditions of limited supply. He expressed concern with an allocation formula. He suggested that the law on reclamation exempts both religious institutions and municipalities. He stated that he is a member of an association of religious institutions who voluntarily waived the exemption in order to reclaim plots in the timeframe in the bill and suggested the Commission may want to look at this in the future.

Ron Buchanan, 1280 Suffield, suggested a stagger pattern of selling only 12 of the 24 graves per row to minimize the visual effect of this.

Mayor Sherman suggested not waiting until all 240 graves are sold to revisit this. It should come back for review after selling 200 graves, with 40 left to sell.

**AMENDMENT TO MAIN MOTION:** Motion by Rinschler, seconded by Dilgard:  
To amend the original motion to change 240 to 200 "revisited when 200 are sold" and to eliminate the final "and" which is the resolution relative to a number of grave sites per inquiry.

Mayor Pro Tem Hoff stated that there are 132 other spaces that have been identified and she would like to see those sold before Section B & C. She expressed opposition to selling graves in Sections B & C. She expressed concern that money is a big factor in this decision. She

expressed concern that the final report of the GCAB does not include a recommendation to find new spaces. The Committee had recommended that the City identify the unsold unused burial spaces and to commence with reclamation.

In response to a question from Mayor Pro Tem Hoff, City Manager Valentine confirmed that the perpetual care fund has been established. The money resulting from the sale of graves to date is in the perpetual care fund. He confirmed for Mayor Pro Tem Hoff that the City has received a legal opinion that the Cemetery could not be classified as a park.

Mayor Sherman noted that in the GCAC report, one of the directives to the Committee was to prepare recommendations regarding whether or not to plan for the development of new burial spaces within the existing cemetery and if so the best method for doing so. The GCAB recommendations included the closing of the roadway and the installation of columbaria. The green space in Sections B & C was not identified until after the Committee had met. It would have been contemplated in the original report if the space had been identified at that point.

**VOTE AMENDMENT TO THE MAIN MOTION:**

Yeas, 5  
Nays, 1 (Hoff)  
Absent, 1 (McDaniel)

**MAIN MOTION:**

To amend the Greenwood Cemetery Operational Procedures, Conditions and Regulations as recommended.

-and-

To amend the Schedule of Fees, Charges, Bonds and Insurance, Greenwood Cemetery to add a fee for the sale of grave spaces accommodating one or two cremated remains.

- and -

To follow the proposed schedule to sell the new grave spaces in Sections B, C, D, K, L, O and newly identified grave spaces in Sections E, G, H, and O.

- and -

That the new grave spaces in Section B & C be initially limited to 240 and that the GCAB be chartered with figuring out the correct arrangement of those and that it be revisited when 200 are sold.

**VOTE ON THE MAIN MOTION:**

Yeas, 5  
Nays, 1 (Hoff)  
Absent, 1 (McDaniel)

Commissioner Rinschler noted that he is comfortable that there could still be an open discussion on whether there is a need for a limit based on what the Clerk sees in terms of demand. The Commission directed staff to continue studying the number of graves.

Commissioner Dilgard and Commissioner Rinschler expressed their comfort in leaving the fees the same for residents and non-residents. Mayor Sherman agreed. Commissioner Nickita expressed that he wants to be sensitive to residents, but the circumstance of residents changes quite a bit. He suggested it be monitored and if it starts to omit residents or becomes a

problem, then it should be reviewed. City Manager Valentine stated that this information will be included with the annual report of the GCAB.

Mayor Sherman stated that emails have been received regarding reclamation. He noted that this is not reclamation. The City looking to provide burial spaces for people who would like to be buried in Greenwood while protecting the rights of the current owners. The overriding concern is preserving the rights of the owners.



# MEMORANDUM

City Clerk's Office

**DATE:** January 2, 2018  
**TO:** Greenwood Cemetery Advisory Board  
**FROM:** J. Cherilynn Mynsberge, City Clerk  
**SUBJECT:** Final Revisions to RFP for Greenwood Cemetery Master Plan to remove bonding requirements

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At the Special Meeting on December 15, 2017, Board members questioned the bonding requirements contained in the RFP.

City Manager Valentine reviewed the RFP and agreed that the bonding requirements contained are more appropriate for construction type projects, and don't need to be included in an RFP for a master plan process.

Attached is the RFP for the Greenwood Cemetery Master Plan, including revisions approved by the Board on December 15, 2017, and removing paragraphs 6 & 7, on page 8, under "TERMS AND CONDITIONS".

With these final revisions the RFP will be ready to be released on January 9, 2018.



**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, February 22, 2018** 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: J. 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>	January 9, 2018
<b>Deadline for Submissions:</b>	Thursday, February 22, 2018, 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 April, 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, 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 May 2018 and be completed in March 2019.

## **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 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. **Community Engagement Plan.** Create a Community Engagement Plan to facilitate ongoing public participation of stakeholders in the master planning process.
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 burials and sales.
  - e. Review and analyze capacity and demands for current and proposed future uses for the cemetery.
4. **Planning for Infrastructure, Features, and Landscape.** 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.

5. **Plan Preparation.** The Contractor will prepare a preliminary report for review by the City upon completion of the Community Engagement Plan, and Review and Analysis of Current Practices in Relation to Best Practices. The Contractor will prepare one reproducible PDF digital file of the draft version of the Plan.
6. **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, February 22, 2018 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: J. 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. Community Engagement Plan;
  - b. Review and Analysis of Current Practices in Relation to Best Practices;
  - c. 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>March 2018</u>
Award Contract	<u>April 2018</u>
Final Draft of Plan Completed	<u>March 2019</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	CONTRACTOR
Attn: Cherilynn Mynsberge	
151 Martin Street	
Birmingham, MI 48009	
248-530-1802	

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: \_\_\_\_\_

Andrew M. Harris

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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<b>PREPARED BY (Print Name)</b>	<b>DATE</b>
-------------------------------------	-------------

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<b>TITLE</b>	<b>DATE</b>
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<b>AUTHORIZED SIGNATURE</b>	<b>E-MAIL ADDRESS</b>
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<b>COMPANY</b>
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<b>ADDRESS</b>	<b>PHONE</b>
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<b>NAME OF PARENT COMPANY</b>	<b>PHONE</b>
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<b>ADDRESS</b>
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**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.

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**PREPARED BY  
(Print Name)**

**DATE**

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**TITLE**

**DATE**

---

**AUTHORIZED SIGNATURE**

**E-MAIL ADDRESS**

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**COMPANY**

---

**ADDRESS**

**PHONE**

---

**NAME OF PARENT COMPANY**

**PHONE**

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**ADDRESS**

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**TAXPAYER I.D.#**



# MEMORANDUM

City Clerk's Office

**DATE:** January 2, 2018  
**TO:** Greenwood Cemetery Advisory Board  
**FROM:** J. Cherilynn Mynsberge, City Clerk  
**SUBJECT:** Revised 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.

A draft of that policy was presented to the Board at their December 11, 2017 meeting.

The Board reviewed and evaluated the draft policy, and requested revisions. The revised version is attached.

If the document meets the Board's approval, the proposed policy should be forwarded to the City Attorney for review as to form and content and for his comments as to the appropriate next steps.

If the Board agrees, I would recommend the following motion:

**Moved by , seconded by , to forward to the City Attorney, for review as to form and content and for comments on appropriate next steps, and to the Contractor for comment, the proposed Payment Plan Policy for Cemetery Plots as an addition to the *Greenwood Cemetery Operational Procedures, Conditions and Regulations*.**

## 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%-20%~~ down payment of the total purchase price, with the remaining balance to be spread into equal monthly payments per plot 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 plots are not paid in full but interment is needed, the farthest plot on the end will be utilized first and others located adjacent subsequently as needed, unless all plots are paid in full at that time.

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 2015-2018 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.~~, failure to pay entire contract in full on or before the final payment due date will result in forfeiture of the property and all monies paid to date.

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.

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

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

Payment agreements require a 20% down payment of the total purchase price, with the remaining balance to be spread into equal monthly payments per plot 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 plots are not paid in full but interment is needed, the farthest plot on the end will be utilized first and others located adjacent subsequently as needed, unless all plots are paid in full at that time.

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 2018 and subsequently, failure to pay entire contract in full on or before the final payment due date will result in forfeiture of the property and all monies paid to date.

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.



**MEMORANDUM**

City Clerk's Office

**DATE:** January 3, 2018  
**TO:** Greenwood Cemetery Advisory Board  
**FROM:** J. Cherilynn Mynsberge, City Clerk  
**SUBJECT:** Contractor Report

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Representatives from Elmwood Historic Cemetery, the Contractor for Greenwood Cemetery Management Services, have been invited to attend the January 5, 2018 meeting of the Board.

Attached is the purchase agreement used by Elmwood.

**PURCHASE AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between THE CEMETERY of Michigan, as Seller ("Cemetery") and

Name: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Name(s) on Certificate: \_\_\_\_\_

1. **Purchases: The Purchaser agrees to Purchase and the Cemetery agrees to sell, subject to all the terms and conditions set forth in this Agreement and to the Rules and Regulations of the Cemetery, now or hereafter in effect (with the Purchaser acknowledging receipt of the Rules and Regulations of the Cemetery as in effect as of the date hereof), the following, (collectively, the "Rights").**

A. Burial Space(s): Lot \_\_\_\_\_ Section \_\_\_\_\_ Grave #'s \_\_\_\_\_ Qty of Spaces \_\_\_\_\_ @ \_\_\_\_\_ \$ \_\_\_\_\_

B. Crypt Space(s): Bank \_\_\_\_\_ Crypt # \_\_\_\_\_ Tier \_\_\_\_\_ Qty of Spaces \_\_\_\_\_ @ \_\_\_\_\_ \$ \_\_\_\_\_

C. Niche Space(s): Bank \_\_\_\_\_ Niche # \_\_\_\_\_ Tier \_\_\_\_\_

D. Interment/Entombment/Inurnment Fee(s):

Pre-need \_\_\_\_\_ @ \$ \_\_\_\_\_ At-Need \_\_\_\_\_ @ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Payment for \_\_\_\_\_ Payment for \_\_\_\_\_

Location \_\_\_\_\_ Location \_\_\_\_\_

Payment for \_\_\_\_\_

Location \_\_\_\_\_

E. Memorial for \_\_\_\_\_ Location \_\_\_\_\_ \$ \_\_\_\_\_

F. Miscellaneous Merchandise/Fee(s): \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

Sales Tax \$ \_\_\_\_\_

Total Purchase Price \$ \_\_\_\_\_

Pre-Need Discount \$ \_\_\_\_\_

Subtotal \$ \_\_\_\_\_

Administrative Service Fee \$ \_\_\_\_\_

Down Payment \$ \_\_\_\_\_

Balance Due \$ \_\_\_\_\_

Your credit is payable as follows: No. of Payments \_\_\_\_\_ Amount of Payment \$ \_\_\_\_\_ Due Date \_\_\_\_\_

If a payment is late, you will be charged a delinquency fee of the lesser of 5% or \$5.00 on any unpaid balance.

2. **Continuing Care Fund:** In accordance with applicable Michigan law and the Rules and Regulations of the Cemetery, the Purchase Price includes a contribution to the Continuing Care Fund of the Cemetery in an amount at least equal to fifteen percent (15%) of the purchase price of the Rights set forth above, which shall be used for purposes of maintaining the grounds of the Cemetery.

3. **Rights Not Included:** The Purchase Price does NOT include any charges for or rights with respect to: inscriptions, labor for opening, closing and/ or sealing of a crypt or niche, installation of memorials or any other services, products or document customarily required or provided in connection with an entombment, inurnment or interment, including, without limitation, any charges customarily billed by a funeral director.

4. **Validity and Effective Date:** This Agreement shall not be valid unless and until it is executed and delivered by both the Purchaser and the Cemetery. This agreement shall be effective as of the later to occur of the date the Purchaser and the Cemetery execute this Agreement.

IN WITNESS WHEREOF, the Purchaser and the Cemetery have executed this Agreement to be effective as of the later to occur of the date the Purchaser and the Cemetery execute this Agreement; the Purchaser acknowledges receipt of an executed copy of this Agreement.

CEMETERY REPRESENTATIVE

PURCHASER

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

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_