

**GREENWOOD CEMETERY ADVISORY BOARD  
MEETING AGENDA  
FRIDAY, MARCH 6, 2020 AT 8:30 AM  
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

**I. CALL TO ORDER**

Darlene Gehringer, Chairperson

**II. ROLL CALL**

Cheryl Arft, Acting City Clerk

**III. APPROVAL OF MINUTES**

A. Approval of meeting minutes of January 3, 2020

**IV. NEW BUSINESS**

- A. Cemetery Database Development – Staff Presentation
- B. Cemetery Operations Evaluation – Discussion
- C. Northwest Corner of Cemetery (Yamaski Corner) – Update

**V. UNFINISHED BUSINESS**

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

A. Ground Penetrating Radar - RFP

**VI. FINANCIAL REPORT**

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

**VIII. BOARD COMMENTS**

**IX. ADJOURN**

*Greenwood Cemetery Advisory Board:*

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

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

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

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

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

**GREENWOOD CEMETERY ADVISORY BOARD  
MEETING MINUTES  
FRIDAY, JANUARY 3, 2020 AT 8:30 AM  
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

**I. CALL TO ORDER**

Vice-Chairperson Linda Buchanan called the meeting to order at 8:31 AM.

**II. ROLL CALL**

PRESENT: Linda Buchanan, Vice-Chairperson  
Kevin Desmond  
Linda Peterson  
Laura Schreiner  
Margaret Suter  
George Stern

ABSENT: Darlene Gehringer, Chairperson

ADMINISTRATION: Assistant City Manager Gunter, Acting City Clerk Arft, Management Intern Fairbairn

**III. APPROVAL OF MINUTES**

**A. APPROVAL OF MEETING MINUTES OF DECEMBER 6, 2019**

- Ms. Suter: Page 3, VI A, regarding GPR should read "Ms. Suter noted that the money budgeted for the GPR is available for use thru the end of the fiscal year."
- Mr. Stern:
  1. Page 2, Second Bullet should include "as a consultant" after Ms. Arcome's name.
  2. Under B, 4<sup>th</sup> bullet correct brought with bought a system.
  3. In reference to Cemsites, should read "which claims that it is compatible".
  4. Page 3, Second Bullet should read "greenwood cemetery should have its own budget".
- Vice Chair Buchanan: Last page, VIII, clarified her comments to read: "that she researched both private and municipal historical cemeteries (Clerk Offices) to find out if they had any knowledge about management companies. She found that most of the cemeteries in the local area are owned and managed by MMG, Midwest Memorial Group. Ms. Buchanan would like to have additional discussion about what is available to Greenwood, moving forward."

**MOTION:** Motion by Ms. Suter, seconded by Mr. Desmond:  
To accept the meeting minutes of December 6, 2019 as corrected.

VOTE: Ayes, 6  
Nays, 0

**IV. NEW BUSINESS**

**A. Cemetery Database Development – Update**

Assistant City Manager Gunter presented to the board the GIS update from the Assistant City Planner. No action required.

## **B. MISSION STATEMENT AND CORE VALUES**

The Advisory Board was asked to help create a mission statement to guide Greenwood Cemetery's service and the evaluation thereof. The following are examples of cemetery mission statements:

- We provide the final care for your loved ones, with dignity and kindness. We respect all peoples, our heritage, our communities and the environment.  
--Greater Metropolitan Cemeteries Trust, Melbourne, Australia
- It is the mission of the Davis Cemetery District to provide respectful and affordable interment services that meet the cultural, economic, religious and social needs of the community.  
--Davis Cemetery and Arboretum, Davis, California

Vice Chair Buchanan offered the following:

- Our mission as members of the GCAB is to advise the City Commission on issues involving Greenwood Historic Cemetery and to advocate that the outcomes of these issues reflect the cemetery's historical integrity.

Assistant City Manager Gunter pointed out that the Mission Statement would be for the Cemetery as the Advisory Board had already been given a charge from the City Commission.

After considerable discussion, it was the will of the GCAB not to pursue Mission and/or Core Value Statements at this time.

## **C. KEY PERFORMANCE INDICATORS**

Assistant City Manager Gunter presented this item and asked GCAB member Mr. Desmond to lead the discussion based on his expertise in the industry.

The Key Performance Indicator's (KPI's) would focus on the following areas:

- Customer Service
- Professional Interaction
- Mapping
- Grave Openings
- Physical appearance of the cemetery
- Administrative Work
- Condition of Equipment used for burials and other services

Mr. Desmond expressed that performance results would be best measured by direct feedback from families and funeral directors if that is the will of the advisory board.

Mr. Desmond was excused at 9:44 a.m. and offered to continue the discussion at the next meeting.

Discussions continued among the remaining members of the GCAB; no action was taken.

## **V. UNFINISHED BUSINESS**

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

None

## **VI. FINANCIAL REPORT**

Acting City Clerk Arft reported the following:

- There were two burials and one cremation in December
- Inurnment fee of \$750.00 was paid.
- Two graves were purchased.
- Payment for the service was made.
- Invoices for Interment and Inurnment of \$1900 are outstanding.
- Creative Collaboration Invoice of \$3800 is outstanding for December.

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

No Public Comment

## **VIII. BOARD COMMENTS**

- Vice Chair Buchanan commented that Ms. Arcome has an associate with the same powers to conduct business on behalf of Greenwood Cemetery. Vice Chair Buchanan would like for the associate's name and contact information to be available to the GCAB.
  - Assistant City Manager Gunter will provide the associate's name and contact information to the advisory board.
- Ms. Suter asked about the status of the RFP for the GPR.
  - Assistant City Manager Gunter replied that until the geo-referencing for mapping and coding of the cemetery is complete, the administration is not planning to move forward with the RFP. It is her hope to bring the plot map to the advisory board in February.

## **IX. ADJOURN**

Meeting adjourned at 9:52 pm

Next meeting will be held on Friday, February 7, 2020.





## MEMORANDUM

Office of the City Manager

**DATE:** March 6, 2020

**TO:** Greenwood Cemetery Advisory Board

**FROM:** Tiffany J. Gunter, Assistant City Manager  
Lauren Wood, DPS Director

**SUBJECT:** Greenwood Cemetery – Operations Evaluation

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In November 2019, the City Commission approved an agreement with Creative Collaborations, LLC, whose Principal is Sheri Arcome to provide burial services on behalf of the Historic Greenwood Cemetery. This new agreement was entered into for a term of six months with the intention of staff to work with the Advisory Board to determine if there were alternative arrangements that would more effectively serve the City.

In February 2020, the committee engaged in a discussion that focused on the key performance indicators that should be used to evaluate the performance of a burial service provider. Mr. Desmond (member) provided an outline of those key indicators and the members of the board generally agreed that obtaining client feedback can be difficult. There were, however, indicators discussed that would help to decide whether the performance expectations were being met. These included:

- Customer Service (availability/accommodating)
- Professional Interaction (sensitivity and patience)
- Mapping (understanding and translating)
- Grave Openings (timeliness/seamless coordination)
- Physical appearance of the cemetery (maintenance)
- Administrative Work (record-keeping)

Since the transition from Elmwood providing a full turn-key service alternative to manage cemetery operations to now having Creative Collaborations, LLC becoming a burial services provider, there have been a few changes internally with respect to management and oversight.

- The Clerk's office has control of all record-keeping as burial or sales activity is reported monthly. This ensures that all records are available at City Hall thus eliminating the need to work with a third party provider to respond to requests for information.
- All financials are submitted to the City and remitted from the City on a monthly basis.
- The Department of Public Services (Parks Division) is providing regular

maintenance and oversight of the landscaping/snow removal contracts.

The City is now receiving 100% of all proceeds from the sale of any burial plot. The City now pays a monthly management fee to Creative Collaborations, LLC to provide burial services. These services include:

- Coordination of all interments and disinterments with an outside vendor and funeral homes
- Conducting all sales and delivery of cemetery property rights, merchandise and services at the cemetery.
- Management and processing of accounts payable for interment vendors and submissions to the City for payment.
- Bill and collect all accounts receivable to submit to the City.
- Maintain complete books and records regarding the operation of the cemetery including but not limited to, accounts reconciliation, inventory and file maintenance and budgeting services.
- Coordination of the lawn care, weed control, snow removal and tree work with Birmingham's Department of Publics Services.
- Coordination of work orders with outside vendors and Birmingham's Department of Publics Services.
- Provide customer service to interested parties on weekdays, weekends, and holidays (where necessary).
- Maintain a standard system of accounting customary for cemetery operations consistent with GAAP.
- Remit 100% of lot sales and any collected revenue from interments, second rights of burial, installations and foundations. These funds are issued to the City on a monthly basis.

The City has reached out to and has had conversations with other cemetery managers (both privately and publicly operated), those that offer sexton services, and the service provider at the Franklin Cemetery to gather feedback and greater understanding of potential alternatives to the current arrangement with Creative Collaborations, LLC.

Staff also explored the suggestion that we might share services with neighboring cemeteries. These conversations did not uncover new options as those operations were limited by the fact that the equipment that they host is not transportable, both operate with a union shop (which would require additional labor negotiations to allow for operating at other sites), and both cemeteries conduct over 200 burials per year and maintain more than 50 acres of land. While they were willing to provide advice to the City, the idea of sharing resources was not viewed as a viable option.

The service provider at Franklin Cemetery indicated that while he provides this service to a small cemetery with very little activity, he recognizes the need for having an expert in the death care industry working directly with clients and funeral homes to provide a seamless experience.

The ability to hire a sexton and have them provide timely services is a function of having a consistent business need to leverage priority. There is an added benefit to having a service

provider that nurtures an on-going relationship with a sexton. This ensures healthy response times to support our burial needs.

The public cemeteries that staff was able to contact indicated that their cemeteries had relatively low to no activity and their functions were focused primarily on maintenance.

Staff also began a review of the resources necessary to operate the cemetery without an outside service provider to coordinate all of the necessary activities and serving as the customer service provider to Greenwood Cemetery.

The Department of Public Services worked to develop a projection of staff and equipment needed to perform the duties currently contracted. DPS reported that since 2013, when cemetery services were contracted out, there have been numerous staff reductions as the result of retirements in DPS.

DPS operations have expanded and evolved over the past twelve years and more. DPS staffing is down over 12% since last handling activities at the cemetery. Other changes have occurred, since eliminating cemetery operations from DPS, the Parks division which handles cemetery matters, has a workforce comprised of 80% new staff members since 2013.

In order for DPS to resume marking out and digging graves in Greenwood Cemetery, the following costs and activities are required:

- New staff would need to be hired to accommodate cemetery operations adequately. Three new full-time employees at a recurring annual cost of \$270,000 includes wages and benefits, which will inflate each year. The hiring process would take at least 4 -6 months to complete.
- Once hired, employees all need to be trained in cemetery burials operation, which takes time and practice.
- Required equipment needs to be purchased to perform the digging services at an initial purchase amount of approximately \$130,000. This does not include maintenance costs and replacement costs.
- With every new business operation causes additional unforeseen costs; including ancillary costs and ancillary equipment as part of the scope of services, which are not included in this estimate.
- Area wide jobs/tasks to support City operations have priority and the capacity to perform all tasks compete among one another for time and staff resources; ie. water main breaks, snow fighting services, etc. Competing services will continue to exist.

The DPS estimates and initial upfront cost of approximately \$400,000 with annual recurring labor costs of \$270,000. At present, the City contracts these services out through Creative Collaborations, LLC as needed. The cost to contract with the sexton

per casketed burial is \$1,200 and \$700 for inurnments. Last year, there were a total of 25 burials performed.

The City Clerk's office would also have to hire additional a minimum of two staff to manage the responsibility of 1) dedicated record keeping and accounting and 2) providing quality customer service and being "on call" for weekend/holiday emergencies. The cost to hire a records keeper is fairly standard and is included in the following estimate. The number of available individuals that host expertise and understanding of the death care industry and willing to work in the Clerk's environment is currently unknown, but a best guess at present is a base salary of roughly \$70,000 annually. The total cost for these additional staff members with benefits would be \$180,000 annually.

The cost estimates provided will allow the City to maintain the existing level of service that has been established since first seeking to hire death care industry experts. Staff believes it is the intention of the board to ensure that level of service is not diminished. Staff also agrees that it is good to understand these costs and know the alternatives if, for any reason, the option to contract services is no longer made available.

**Cost Estimate Summary: City to Provide Cemetery Services**

| Department                    | Initial Costs (Equipment + 1 Year Labor) | Annual Operating Costs |
|-------------------------------|--|------------------------|
| Department of Public Services | \$400,000                                | \$270,000              |
| Clerk's Office                | \$180,000                                | \$180,000              |
| Totals                        | <b>\$580,000</b>                         | <b>\$450,000</b>       |

Given the total of 25 burials performed in 2019, this is a considerable investment for the City to make to house these services directly. We do anticipate that there will be more given the sales over the last year, but it is not expected that there will ever be more than fifty in any given year.

The contract with Creative Collaborations, LLC for one full year is **\$45,600**. To hire just one additional staff member in the Clerk's office would be nearly double the cost being borne by the City. The arrangement for sexton services is currently cost neutral in that the charges for the services are used to pay the vendor.

Staff recommends that the Greenwood Cemetery Advisory Board consider the amount of investment required to bring the operation "in-house" and compare that with the costs to contract for these services separately. The contract with Creative Collaborations will at the end of May 2020. At this time staff recommends that the contract be extended for a period of one year with automatic renewals annually. The staff and advisory board will continue to review and assess the service levels and explore the market for other alternatives, where possible. Termination provisions would remain per the original agreement by either party, by giving written notice to the other party in the event the other party is in breach of any provision contained in this

agreement, and such breach is not cured (if curable) within thirty (30) days following delivery of such written notice of such breach; or by either party for any reason or no reason at all by giving written notice to the other party of at least ninety (90) days.

The memo and original contract are included in this packet for reference



## **MEMORANDUM**

**Office of the City Manager**

**DATE:** November 25, 2019

**TO:** Joseph A. Valentine, City Manager

**FROM:** Tiffany J. Gunter, Assistant City Manager

**SUBJECT:** Greenwood Cemetery – Service Provider Recommendation

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### **INTRODUCTION:**

The City has been utilizing the professional management services for the Greenwood Cemetery as provided by the Historic Elmwood Cemetery since 2013. Under this agreement, Elmwood Cemetery has been a centralized management solution for managing the cemetery grounds, the single point of contact for families with immediate burial needs as well as those seeking to purchase plots for the future, responsible for sales and record keeping, coordination with funeral homes, and providing assistance with transfers of burial rights. A comprehensive list of the services provided is located in the background section of this memo. Elmwood Cemetery has provided services to the City for the day-to-day operations of the cemetery.

Elmwood Cemetery notified the City of Birmingham of its intent to terminate the contract effective November 30, 2019 via a letter dated August 31, 2019. The impetus for the letter was due to the nature of the financial arrangement of the agreement. While Elmwood had responsibility for all of the day-to-day operations of Greenwood Cemetery, on behalf of the City. Elmwood only receives 25% of sales as they occur. There was a total of 33 sales of burial plots in 2018 totaling \$147,000 in revenue, of which, Elmwood was paid \$36,750, while paying on average \$16,000 annually for lawn care. Elmwood has informed the City that the revenue model was not sustainable as it is outlined in the current agreement set to expire on November 30, 2019.

Effective December 1, 2019, the contractual relationship between Elmwood and the City of Birmingham will no longer exist. The proposed resolution following this memo was created as a short term solution to ensure a seamless transition of Greenwood Cemetery operations while the City has sufficient time to decide next steps.

### **BACKGROUND:**

Immediately upon receiving the notice of termination from Elmwood, City staff reached out to neighboring communities to understand how they approach the operation of their cemeteries. Of the nine municipalities that were contacted, we were unable to find a local example that utilized a third party comprehensive professional management solution such

as ours. Every community we reached out to currently utilizes a combination of internal City staff and a professional third party contracted sexton, with varying degrees of success.

Staff developed a Request for Proposals for Greenwood Cemetery Professional Management Services and presented it to the Greenwood Cemetery Advisory Board (GCAB) at their October 4, 2019 meeting. On October 8, 2019, the RFP was published via the Michigan Intergovernmental Trade Network (MITN), it was also sent out to several nearby cemetery organizations, and distributed to the Michigan Cemetery Association to be shared with their membership.

Being sensitive to the highly specialized nature of the Cemetery Business and knowing that only one bid was received in 2013, staff wasn't certain if other firms would bid and engaged in productive discussions with staff from Elmwood Cemetery to 1) proactively plan for the potential transition process that might involve a new service provider and also 2) began to gauge their willingness to extend their current contract on a month-to-month basis until we could find a suitable candidate for service replacement.

Elmwood Cemetery was not interested in pursuing a month-to-month contract. Their revenue model relies upon a full calendar year given that the sales activities tend to take place during the Spring and Summer, but there is very little activity between the months of December through March. It would not be advantageous for them to continue to provide their existing services during the downtime and risk being replaced with another service provider once sales resume in earnest. However, Elmwood indicated that they were open to fulfilling their current contract, with modifications.

The bid closing date occurred on October 29, 2019 with the City receiving no proposals from any professional cemetery management firms interested in conducting business with the City of Birmingham.

Considering the specialized nature of the work included in the RFP, the City began working with Elmwood, in advance, to reach mutually agreed upon modifications to the existing contract in the event that there were no other interested bidders. As you may recall, in 2013, the City only received one proposal when it had initially distributed the RFP for cemetery management services.

City staff and many of the advisory board members agree that the level of service that Elmwood Cemetery has provided to the customers of Greenwood Cemetery have been of the highest standard and quality.

On November 8, 2019, the GCAB met to discuss the proposed amendments and agreed on the elements of the proposed amendment that would continue the contract with Elmwood. The board voted unanimously to move the proposed amendments forward for consideration by the Commission as an agreed upon short-term solution until there was

an opportunity to explore other available options. This action would ensure that there was no disruption to services provided at the cemetery.

On November 15, 2019, the City received a call from Mr. Sloane, representing Elmwood indicating that further amendments would be required in order for them to continue providing services. The call came as a surprise to the City as there was the belief that we had been negotiating in good faith with Elmwood. In doing so, staff had not explored other alternatives after the close of the RFP on October 29, 2019. The initial proposed amendments presented to GCAB were to:

- Replace the requirement for attendance at every GCAB meeting to a requirement for an Elmwood representative to participate in meetings that involve new initiatives for them to provide an expert opinion on the subject matter,
- Allow for an increase in burial fees for a full casket from \$1,200 to \$1,400,
- Agree that Elmwood would continue to provide information, as requested, to the City Clerk on a quarterly basis from which the Clerk's office will be required to develop the report for the Advisory Board to review, and
- Have the City take on the costs for the existing contract with Birmingham Lawn for lawn care (\$16,500 annually) and for snow removal.

The professional staff at Elmwood Cemetery has done well in working with grieving families and, on more than one occasion, has been consistently responsive to calls from grieving family members and funeral directors at odd hours in the evenings and on weekends. The City wishes to maintain this level of responsiveness and professionalism, which is the quality our community has grown to expect when seeking a final resting place at Greenwood.

After, receiving the call on November 15, staff agreed to a conference call with Mr. Sloane, representing Elmwood to discuss his concerns and determine if there was a path forward. Mr. Sloane was in favor of the proposed amendments moving forward. However, he requested one additional condition that involved a \$6,000 monthly retainer fee in addition to existing 25% of sales revenue, and burial service fees. Mr. Sloane indicated that he was only willing to move forward if the monthly retainer was included with the other amendments. Staff informed Mr. Sloane that it would not be in the best interest of the City to proceed with the recommendation given his requirements being presented at this late phase of the discussions. Given this unfortunate timing, the City did not have the opportunity to take the revised recommendation back to GCAB for review.

Staff began making calls to other providers of cemetery services and discovered that two available options existed for the City to consider that would result in minimal disruption to operations at Greenwood Cemetery on a short-term basis to ensure continuity in the level of service. The high-level details are summarized on the following page:



|                                     | <b>Creative Collaborations,<br/>LLC</b> | <b>Bancroft Consulting,<br/>LLC</b> |
|-------------------------------------|---|-------------------------------------|
| Monthly Fee for Services            | \$3,800                                 | \$2,000                             |
| Years of Experience                 | 10 Years                                | 3 Years                             |
| Cemetery Locations Served           | 13                                      | 1                                   |
| Familiarity with Greenwood Cemetery | 6 Years                                 | 0 Years                             |
| Availability                        | Immediate                               | Immediate                           |

Moving forward with either vendor would require adjustments being made to the existing division of labor that we operate under. The following table illustrates the existing arrangement, with Elmwood:

| Cemetery Service  | Service Provider |     |                    |         |
|---|------------------|-----|--------------------|---------|
|   | City             |     |                    | Elmwood |
|   | Clerk            | DPS | Private Contractor |         |
| Record keeping  | X                |     |                    |         |
| Tree removal  |                  | X   |                    |         |
| Road improvements   |                  | X   |                    |         |
| Financial record keeping  |                  |     |                    | X       |
| Meet with families to identify space  |                  |     |                    | X       |
| Coordinate with Funeral Director/Family time & date of service and service type |                  |     |                    | X       |
| Document next of kin and deceased information                                   |                  |     |                    | X       |
| Issue work order  |                  |     |                    | X       |
| Excavate grave  |                  |     |                    | X       |
| Set up tent and chairs  |                  |     |                    | X       |
| Perform burial  |                  |     |                    | X       |
| Attend burial   |                  |     |                    | X       |
| Post burial tent and chairs are removed and packed                              |                  |     |                    | X       |
| Grave is seeded and top dressed   |                  |     |                    | X       |
| Maps and records are marked to reflect the burial information                   |                  |     |                    | X       |

|   |  |  |   |   |
|---|--|--|---|---|
| Records are scanned and emailed to City Clerk   |  |  |   | X |
| Lawn care   |  |  | X |   |
| Contracting lawn care and weed care/fertilization   |  |  |   | X |
| Inspection of lawn care and weed care contractor's work   |  |  |   | X |
| Raise and level markers/monuments   |  |  |   | X |
| Seeding grass is necessary  |  |  |   | X |
| Repairing graves as needed  |  |  |   | X |
| Address customer service requests   |  |  |   | X |
| Installation of foundations   |  |  |   | X |
| Snow removal  |  |  |   | X |
| Maintain water system   |  |  |   | X |
| General clean- up of grounds, e.g. trimming bushes, picking up branches, trash pick-up  |  |  |   | X |
| Update interest list  |  |  |   | X |
| Mail and/or email interest list to families   |  |  |   | X |
| Issue work orders for customer requests   |  |  |   | X |
| Transfer of Burial Rights - assist both parties with transfer, e.g. identify locations using records and physically, issue forms, assist in form completion, confirm forms and fees received to both parties, update all records, issue deed, scan and email updates to Clerk |  |  |   | X |
| Assist families with information regarding disinternment and internment   |  |  |   | X |

On December 1, 2019, if the City selects one of the proposed service providers, the table would change in the following highlighted areas:

| Cemetery Service  | Service Provider |     |                    |                                  |
|---|------------------|-----|--------------------|----------------------------------|
|   | City             |     |                    | Professional Services Consultant |
|   | Clerk            | DPS | Private Contractor |                                  |
| Record keeping  | X                |     |                    | X                                |
| Tree removal  |                  | X   |                    |                                  |
| Road improvements   |                  | X   |                    |                                  |
| Financial record keeping  |                  |     |                    | X                                |
|   |                  |     |                    |                                  |
| Meet with families to identify space  |                  |     |                    | X                                |
| Coordinate with Funeral Director/Family time & date of service and service type |                  |     |                    | X                                |
| Document next of kin and deceased information                                   |                  |     |                    | X                                |
| Issue work order  |                  |     |                    | X                                |
| **Excavate grave  |                  |     | X                  |                                  |
| **Set up tent and chairs  |                  |     | X                  |                                  |
| **Perform burial  |                  |     | X                  |                                  |
| Attend burial (N/A)   |                  |     |                    |                                  |
| **Post burial tent and chairs are removed and packed                            |                  |     | X                  |                                  |
| Grave is seeded and top dressed   |                  | X   |                    |                                  |
| Maps and records are marked to reflect the burial information                   |                  |     |                    | X                                |
| Records are scanned and emailed to City Clerk                                   |                  |     |                    | X                                |
| **Lawn care   |                  |     | X                  |                                  |
| Contracting lawn care and weed care/fertilization                               |                  | X   |                    |                                  |

|   | Clerk | DPS | Private Contractor | Consultant |
|---|-------|-----|--------------------|------------|
| Inspection of lawn care and weed care contractor's work   |       | X   |                    |            |
| **Raise and level markers/monuments   |       |     | X                  |            |
| Seeding grass, as necessary   |       | X   |                    |            |
| Repairing graves as needed  |       | X   |                    |            |
| Address customer service requests   |       |     |                    | X          |
| **Installation of foundations   |       |     | X                  |            |
| Snow removal  |       | X   |                    |            |
| Maintain water system   |       | X   |                    |            |
| General clean- up of grounds, e.g. trimming bushes, picking up branches, trash pick-up  |       | X   |                    |            |
| Update interest list (NOT APPLICABLE)   |       |     |                    |            |
| Mail and/or email interest list to families   |       |     |                    |            |
| Issue work orders for customer requests   |       |     |                    | X          |
| Transfer of Burial Rights - assist both parties with transfer, e.g. identify locations using records and physically, issue forms, assist in form completion, confirm forms and fees received to both parties, update all records, issue deed, scan and email updates to Clerk |       |     |                    | X          |
| Assist families with information regarding disinternment and internment   |       |     |                    | X          |

\*\* Professional services consultant would coordinate the private contractors to perform the services listed in the fourth column of the table and denoted with two asterisks.

DPS has agreed that it can absorb the additional tasks for maintenance within their existing capacity for highlighted items that shifted to their column in the table above as those tasks may be scheduled at the discretion of the Director and staff availability. An amendment to include an additional \$10,000 will support these additional tasks.

At present, the City is operating with an Acting City Clerk, while actively working to find a permanent replacement. It would be difficult to transfer full responsibility for sales and record-keeping for the cemetery to this department while they are in transition. Staff would prefer to have the opportunity to have a full-time Clerk in place to work with the GCAB to evaluate all options for a longer-term solution.

Until that time, staff recommends that a 6-month agreement with an outside consultant that would serve as the single point of contact and coordinator for all Greenwood Cemetery operations would be the best path to pursue.

Staff also recommends that pursuing the agreement with Creative Collaborations, LLC, whose Principal is Ms. Sheri Arcome is the preferred option even at the higher proposed cost. Ms. Arcome's knowledge and experience with the Greenwood Cemetery, years of experience in the industry, her familiarity with cemetery operations on a broader scale, and solid reputation in the industry would ensure that there is no disruption in operations beginning December 1, 2019. We also learned in discussions with both consulting firms that when there are periods when either Principal may be away that the responsibility would fall to the City to manage the operations under an agreement with Bancroft Consulting. He did indicate that he would make himself available by phone, to support a staff member seeking to help a family with immediate needs. The City only has one chance to handle end of life matters for a family and this lends itself to some exposure that may result in a negative experience.

Ms. Arcome works in partnership with a colleague, who is familiar with Greenwood Operations, the funeral homes that regularly conduct business with Greenwood, and is current on the City's records. In Ms. Arcome's absence, this individual would provide support services.

Creative Collaborations, LLC would be contracting directly with the City, effective December 1, 2019.

Effective, December 1, 2019 there would be no further involvement with Elmwood and the existing contract would terminate.

**LEGAL REVIEW:**

The City Attorney's office has reviewed and approved the terms of the proposed agreement.

**FISCAL IMPACT:**

The cost of both the Professional Service Provider and the lawn care and general maintenance at the Greenwood Cemetery for six months will be \$ 49,300 paid by the City's general fund and \$11,200 for burial service fees collected from the families. These changes would require a budget amendment as stated in the suggested resolution below.

Expenditures:

Professional Services Contract \$22,800

Lawn Care \$16,500

General Maintenance – DPS \$10,000

Burial Services Fees - \$11,200 (\*revenue collected from the families)

Revenue from burial plots would come directly to the City. This means that the perpetual care fund will generate more interest income more quickly that may be used for the care of the cemetery into the future.

There are approximately 279 graves that remain available for sale. It is understood that as that number nears 250, the Commission would be asked to consider releasing those for sale.

Finally, the recommendation includes an increase in burial fees of \$200 from \$1,200 - \$1,400 for full casketed burials only. The cost for cremations would remain the same at \$700. These amounts typically increase annually by \$50-\$100 as a standard industry practice, but have not approved for an increase at Greenwood since 2012. A rate table illustrating burial fees throughout Oakland County that range from \$400-\$2,555 is attached for reference.

**PUBLIC COMMUNICATIONS:**

N/A

**SUMMARY:**

The existing agreement to support the operations of Greenwood Cemetery are set to expire on November 30, 2019. The City must have a viable option for families with immediate and longer-term burial needs beginning December 1, 2019. It is the intention of this recommendation to offer a short-term solution to minimize any disruption in services while the City works with GCAB to explore other alternatives. The City recommends moving forward with Creative Collaborations, LLC for a period of six-months for an amount not to exceed \$22,800. In addition, the City will now be responsible for lawn care, snow removal, and general maintenance, which would require an additional

\$26,500. Lastly, the Commission is being asked to consider an increase in burial fees as recommended by GCAB.

The fees have not been increased since 2012 and the additional \$200 would raise rates to be more consistent with industry standards.

**ATTACHMENTS:**

Proposed Agreement with Creative Collaborations, LLC  
Greenwood Cemetery Advisory Board Memo – November 8, 2019  
Draft Minutes – Greenwood Cemetery Advisory Board meeting – November 11, 2019  
Elmwood Contract – Termination letter  
Elmwood Contract (expires November 30, 2019)  
Burial Service Fee - Oakland County Rate Sheet  
RFP for Services - Released October 8, 2019

**SUGGESTED RESOLUTION:**

To authorize the agreement with Creative Collaborations for a term of six months for an amount not to exceed \$22,800 and to direct the Mayor to sign the agreement on behalf of the City.

AND

To increase burial fees for full casketed burials from \$1,200 - \$1,400 to be more consistent with industry standard rates.

AND

To approve the appropriation and amendment to the 2019-2020 General Fund budget as follows:

General Fund

Revenues:

|                            |                      |               |
|----------------------------|----------------------|---------------|
| Draw from Fund Balance     | 101-000.000-400.0000 | \$49,300      |
| Charges for Burial Service | 101-000.000-626.0002 | <u>11,200</u> |
| Total Revenues             |                      | \$60,500      |

Expenditures:

|                                 |                      |                 |
|---------------------------------|----------------------|-----------------|
| General Government              | 101-215.000-811.0000 | \$22,800        |
| Engineering and Public Services | 101-441.003-811.0000 | <u>37,700</u>   |
| Total Expenditures              |                      | <u>\$60,500</u> |

## **GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT**

This **AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **THE CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter "CITY"), and **CREATIVE COLLABORATIONS, LLC**, having its principal office at 31356 Newport Dr., Warren, MI (hereinafter "CONTRACTOR"), provides as follows:

### **WITNESSETH:**

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

**WHEREAS**, the CONTRACTOR has made a bid to provide management services in accordance with their bid/proposal dated November 21, 2019 in the amount of Twenty-two Thousand Eight Hundred and 00/100 Dollars (\$22,800.00), which bid has been accepted by the CITY.

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

1. The term of this agreement shall commence on the date stated above and shall continue for six (6) months.
2. It is mutually agreed by and between the parties that the documents consisting of RFP, Bid Form, performance bond, general contract specifications and conditions, and plans and other documents mentioned in connection with the award of the bid for this project shall be incorporated herein by reference, and shall become a part of this Agreement, and shall be



binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence.

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

4. The CITY agrees to pay the CONTRACTOR for the services rendered pursuant to this Agreement in the amount of Twenty-two Thousand Eight Hundred and 00/100 Dollars (\$22,800.00) set forth in the CONTRACTOR's proposal.

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

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

deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the CITY.

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

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

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

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

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

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

- A. Workers Compensation Insurance: Workers Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- B. Comprehensive Motor Vehicle Liability: Comprehensive Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily

Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

- C. Commercial General Liability: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
- (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, (F) Per Contract Aggregate, if applicable
- D. Additional Insured: Commercial General Liability Insurance and Comprehensive Motor Vehicle Liability Insurance as described above shall include an endorsement stating the following shall be "Additional Insured" with the following verbiage: "It is understood and agreed that the following shall be named as Additional Insured: The City of Birmingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers thereof. This coverage shall be primary to the additional insured, and not contributing with any other insurance or similar protections available to the additional insured, whether said other available coverage be primary, contributing or excess."
- E. Cancellation Notice: All insurance policies listed above shall include an endorsement stating the following: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to: Director of Finance, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan, 48012."
- F. Proof of Insurance Coverage: The CONTRACTOR shall provide the CITY, at the time the contracts are returned to the CITY for execution, certificates and policies as listed below:
- (1) Two (2) copies of Certificate of Insurance for Workers Compensation Insurance;
  - (2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - (3) Two (2) copies of Certificate of insurance for Motor Vehicle Liability Insurance;

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

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

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

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

14. If, after the effective date of this Agreement, any official of the CITY, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the CONTRACTOR, the CITY shall have the

right to terminate this Agreement without further liability to the CONTRACTOR if the disqualification has not been removed within thirty (30) days after the CITY has given the CONTRACTOR notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

16. Any disputes arising under this Agreement shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the CITY. The CONTRACTOR shall notify the CITY of any dispute it has arising out of this Agreement and shall demand that the CITY elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The CITY shall make its election in writing within thirty (30) days from the receipt of such notice. If the CITY elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the CITY fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

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

By: \_\_\_\_\_  
Cheryl Arft, Acting City Clerk

CREATIVE COLLABORATIONS, LLC

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

Its: owner/ceo \_\_\_\_\_

\_\_\_\_\_  
Lauren Wood  
Director of Department of Public  
Public Services as to Substance

\_\_\_\_\_  
Joseph A. Valentine,  
City Manager as to Substance

\_\_\_\_\_  
Mark Gerber  
Director of Finance as to  
Financial Obligation

\_\_\_\_\_  
Timothy J. Currier  
City Attorney as to Form

## **MANAGEMENT AGREEMENT BETWEEN CITY OF BIRMINGHAM AND CHERI ARCOME**

Creative Collaborations, LLC  
Cheri Arcome  
31356 Newport Drive  
Warren, MI 48088

November 21, 2019

Ms. Tiffany Gunter  
Assistant City Manager  
City of Birmingham  
151 Martin  
Birmingham, MI 48009

Dear Ms. Gunter,

The purpose of this letter is to outline the management services that I will provide for Greenwood Cemetery, financial responsibilities and termination guidelines.

### **i. DUTIES AND RESPONSIBILITIES**

- a. Coordinate all interments and disinterments with an outside vendor and funeral homes.
- b. Conduct all sales and complete delivery of cemetery property rights, merchandise and services at the cemetery.
- c. On behalf of Greenwood Cemetery manage, process and pay accounts payable for interment vendors.
- d. On behalf of Greenwood Cemetery bill and collect all accounts receivable.
- e. Maintain complete books and records regarding the operation of the cemetery including but not limited to, accounts reconciliation, inventory and file maintenance and budgeting services. The City of Birmingham shall have access to all such records at any and all times.
- f. Agree to attend a minimum of two Greenwood Advisory Board meetings on a yearly basis.
- g. Coordinate the lawn care, weed control, snow removal and tree work with Birmingham's Department of Public Services.
- h. Coordinate work orders with outside vendors and Birmingham's Department of Public Services.
- i. Provide customer service to interested parties.

### **ii. FINANCIAL REPORTING**



- a. Agree to maintain a standard system of accounting customary for cemetery operations consistent with GAAP relative to the duties and responsibilities under this agreement.
- b. Agree to remit 100% of lot sales and any collected revenue from interments, second rights of burial, installations and foundations. These funds will be issued to the City the on a monthly basis.
- c. The City of Birmingham's employees shall have the right upon reasonable notice to have access to and review such books, records and other information as well as the cemetery as it shall reasonably request with respect to this agreement.

iii. CONSIDERATION

- a. In return for the services outlined in this agreement, the City of Birmingham agrees to pay Creative Collaborations, LLC a flat fee of \$3,800 monthly.
- b. This agreement will come into effect December 1, 2019 with an option to renew in May 2020.

iv. TERMINATION – This agreement may be terminated as follows:

- a. by either party, by giving written notice to the other party in the event the other party is in breach of any provision contained in this agreement, and such breach is not cured (if curable) within thirty (30) days following delivery of such written notice of such breach; or
- b. by either party for any reason or no reason at all by giving written notice to the other party of at least ninety (90) days.
- c. Post-Termination Obligations – All monies due by one party to the other party shall be paid in full within thirty (30) days after the effective date of the termination of this agreement.

v. INDEMNIFICATION

- a. The City of Birmingham and Cheri Arcome agree to indemnify and hold each other harmless from and against any and all claims, demands, charges, losses, damages, liabilities, and obligations (including without limitation reasonable attorneys' and accountants' fees and other costs and expenses of the indemnified party incurred as an incident thereto) arising out of, based on or relating to the performance of their respective obligations under this agreement.

vi. ENTIRE AGREEMENT

- a. This agreement and any exhibits attached hereto contain the complete agreement among the parties with respect to the transactions contemplated hereby and supersede all prior agreements and understandings among the parties with respect to such transactions.

vii. GOVERNING LAW

- a. This agreement shall be governed, construed and enforced in accordance with the laws of the State of Michigan.

**GREENWOOD CEMETERY ADVISORY BOARD  
MEETING AGENDA  
FRIDAY, NOVEMBER 8, 2019 AT 8:30 AM  
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

**I. CALL TO ORDER**

Darlene Gehringer, Chairperson

**II. ROLL CALL**

Cheryl Arft, Acting City Clerk

**III. APPROVAL OF MINUTES**

A. Approval of meeting minutes of October 4, 2019

**IV. NEW BUSINESS**

A. Greenwood Cemetery Management Services: Contract Amendment - Action

**V. UNFINISHED BUSINESS**

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

**VI. FINANCIAL REPORT**

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

**VIII. BOARD COMMENTS**

**IX. ADJOURN**

*Greenwood Cemetery Advisory Board:*

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

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

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

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

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

**GREENWOOD CEMETERY ADVISORY BOARD  
MEETING MINUTES  
FRIDAY, OCTOBER 4, 2019 AT 8:30 AM  
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

**I. CALL TO ORDER**

Vice Chairperson Linda Buchanan called the meeting to order at 8:30 a.m.

**II. ROLL CALL**

Present: Linda Buchanan, Vice Chairperson  
Kevin Desmond  
Laura Schreiner  
George Stern  
Margaret Suter

Absent: Darlene Gehringer  
Linda Peterson

Administration: Assistant City Manager Gunter, Acting City Clerk Arft, Assistant to City Manager Gallagher

**III. APPROVAL OF MINUTES & INTRODUCTIONS**

**A. APPROVAL OF MEETING MINUTES OF AUGUST 16, 2019**

**Recusals:** Kevin Desmond Due to absence  
George Stern Due to absence

Mr. Stern corrected: Page 1, 2nd Bullet: Genringer's should be Gehringer's  
Page 4, 2nd Bullet: Spelling from Ms. Shreiner to Ms. Schreiner  
Page 4, Item A6: Update Greenwood should read Update Greenwood Biographical Information for existing tour program, interactive map and online access.  
Page 4, Item A7: Change from Alternate Sources of Revenue to Additional Sources of Revenue.  
Ms. Suter amended: Page 4, 4th Bullet: Replace Commissioner Hoff commented with Commissioner Hoff commented at the July 8, 2019 Commission Meeting, that.

**MOTION:** Motion by Laura Schreiner, seconded by Margaret Suter:  
To approve the minutes of August 16, 2019 as amended:

**VOTE:** Will take place at the next regular meeting of the GCAB on November 8, 2019, quorum not available for a vote due to absences.

## **B. INTRODUCTIONS**

Tiffany Gunter, Assistant City Manager, introduced herself and explained that due to Cherilynn Mynsberge's resignation, she was asked to step in to facilitate the meetings of this board. Cheryl Arft is the acting City Clerk and Ms. Gunter will be supporting Ms. Arft's previous role as Deputy City Clerk. She also announced that the City received notice that Elmwood Cemetery would be terminating their contract.

James Gallagher, Assistant to the City Manager, is working to develop a new contract for the services currently performed by the existing Elmwood contract. He went on to say that, he is presenting a scope of work for a RFP and asked for the GCAB's input to ensure that the request is complete.

## **IV. NEW BUSINESS**

### **A. REVIEW OF SCOPE OF WORK FOR RFP FOR GREENWOOD CEMETERY MANAGEMENT SERVICES**

Assistant City Manager Gunter and Assistant to City Manager Gallaher presented this item.

- Discussion of Elmwood's termination letter, which did not share any specific reason(s) for terminating.
- Mr. Stern commented that he would like the City to reexamine the collection of funds by the contractor. He expressed that he was always told that it is not permissible in the State of Michigan for someone other than the City to collect the funds. Mr. Stern further stated that he would like the issue to be researched; he was sure that in general, contractors are not allowed to collect funds as Greenwood has done.
- Mr. Stern spoke about his background that included a MBA from Harvard Graduate School of Business Administration and added that he wrote an article on Auditing Practices for the Harvard Business Review. Based on his accomplishments he went on to say he would like to see the administration comply with good auditing practices.
- Mr. Stern continued by generally commenting to the City that this is a standard make or buy decision and recommended that the City think seriously about this matter. His thoughts are to have the City collect data to support an appropriate business decision at the relevant time.
- Ms. Schreiner expressed that she was sorry to learn about Elmwood's decision to terminate. She went on to share comments from some of her clients that Elmwood has done a great job to date.
- Ms. Schreiner noted that Ms. Arcome spends a lot of time with families; she went on to say that, she feels the City Commission is not aware of how much time it takes to handle these transactions and wished for a compromise. She commented that the RFP does not include the level of detail that it has in the past and questions what the City is looking for in a new contract. Additionally she summarized that there were bumps in the road with the current contract but overall the feedback from the community and her family personally, has been positive. She hopes that Elmwood knows how much their services have been appreciated and hopes that something could be worked out in the long term.
- Ms. Gunter iterated that the RFP does not preclude Elmwood from bidding on the scope of services being discussed today.

- Mr. Desmond echoed Ms. Schreiner's comments about losing Elmwood as a contractor. He discussed experiences that his business had arranging committals and services at other City owned cemeteries. The arrangement relationship was very similar to what Elmwood and Birmingham had contractually and that the practices in Birmingham are not unusual. Mr. Desmond went further to say that, in the future, the City should continue with the priority of having a professional contractor with cemetery experience to manage the cemetery. Prior to the City contracting services to Elmwood, numerous conflicts resulted in securing an outside contractor. He expressed his fears in turning the operation over to someone who was less than professional managing the cemetery specifically because there are active plots for sale. Having a professional manage the cemetery is vital in order to serve the community in a way that meets or exceeds expectations.
- Ms. Suter agreed with Mr. Desmond. She noted that Ms. Arcome is very professional. Her concerns with the current contractor revolved around the lack of information provided to the GCAB including delays in financial reporting. She suggested that the City be very specific about timeliness of reporting and attendance at the GCAB meetings in the RFP.
- Ms. Buchanan expressed surprise and disappointment with the announcement of Elmwood's termination. She wished that Elmwood would have stated a reason or given feedback. She noted that when bidding on the contract, Elmwood was very persistent and expressive and demonstrated that they really wanted the contract. Ms. Buchanan felt as a board that they appreciated Elmwood and hoped that they felt appreciated.
- Ms. Schreiner expressed while the GCAB was not aware of any reasons for Elmwood's termination, someone at the city may have had discussions and are aware of the reasons. She stated that it is her presumption that there had been discussions back and forth over time. Judging from the meeting minutes, there were many negative board meetings where Elmwood was trashed for their performance. She went on to say that, Ms. Arcome is not just a salesperson; she is highly credentialed and specialized in the field, as is Elmwood. Ms. Schreiner also reminded the board and City that this business is a 24/7 operation and a cost is attached to this level of service. Setting the pricing on the RFP as per occurrence might have been short sighted.
- Ms. Buchanan disagreed with the comments Elmwood had been trashed in prior board meetings.
- Mr. Desmond replied that there were times before Ms. Buchanan joined the board that the meetings were quite contentious and that is why Ms. Arcome stop attending.
- Ms. Suter suggested that looking ahead to future GCAB meetings, move the information from the provider section of the meetings to the beginning of the agenda.
- Ms. Schreiner suggested including in the new contract attendance at GCAB meetings quarterly.
- Ms. Gunter said that Mr. Gallagher researched the market and found three or four providers that would be potentially interested in this scope of work.
- Ms. Buchanan asked if the RFP had been sent out for bid.
- Ms. Gunter replied that it had not and that the administration was seeking GCAB input so that it could be released next Friday.
- Ms. Suter agreed that the City should look at all aspects of the contract to make sure that the cemetery would sustain itself. She also included that fees must be charged for the plots to support the perpetual care fund.
- Mr. Desmond agreed.

Assistant City Manager Gunter summarized the scope of work, beginning at the end:

- Maintenance of grounds would be returned to DPS.
- The City Clerk's office and not the service provider would hold records.
- Fee structure explanation, preplanning, grave sales, and burial services would be the responsibility of the service provider.

Assistant to the City Manager Gallagher detailed the RFP:

- Responsibility for financials.
- Obtain death certificate, deeds, etc. and forward to the City in a timely manner.
- Customer Service and Marketing
  - Handle all calls, meetings, and communications.
  - Work with funeral directors.
- Report monthly on Key Performance Indicators.
- Cemetery Operations
- Sexton Services

Mr. Desmond commented as a point of reference that the provider would not obtain death certificates; they would obtain burial transit permits.

Ms. Schreiner expressed that she thought Elmwood maintained records and that everything had been transmitted to the City, and there are permanent records. She went on to ask how the administrations defined family.

Mr. Gallagher thought it was difficult to define but felt they could try to further define it.

Ms. Gunter expressed that family was an elusive term. She went on to say that, she did not want to call it the payee, due to the cold nature of the term and its inappropriateness.

Mr. Desmond suggested the use of more specific terms such as next of kin, but sometimes the legal next of kin are not making the arrangements. Ms. Schreiner noted that it is the funeral representative designee under statute; if not in place by default, intestacy law prevails.

Ms. Schreiner reminded everyone that often there are multiple members of the family attending these meetings whether it is pre-need planning or at-need planning. With that said, she had an issue with the RFP pricing being based on occurrences. For example, if more than one family member makes a purchase, would that be considered one occurrence since it was done in the same meeting? She also felt that it lends itself to foster abuse.

Mr. Desmond asked if Ms. Schreiner was thinking of a straight fee based on occurrences and why not consider a percentage of sales for burial services.

Ms. Schreiner asked had the market research performed found flat monthly fees charged for comparable services.

Mr. Gallagher explained that he was unable to find a complete body of work relative to the public sector as to how prices are structured. When polling private companies, he found them to be more resistant to providing pricing information.

Mr. Desmond asked Mr. Gallagher if he had spoken with representatives from Troy, Franklin, or West Bloomfield. He said that he spoke with Franklin but price was not in the initial discussion and Franklin had not followed up with Mr. Gallagher on price.

Ms. Buchanan asked if the City was thinking of having the same monetary structure as Elmwood, which was based on a percentage of grave/plot sales. GCAB was critical of Elmwood's decision to implement installment plans without board approval. She asked would the current monetary structure stay and would the existing payment plans be honored. She also asked would maintaining and cleaning stones and markers as well as interment fees be included in this RFP. If so, who would benefit from the fees?

Ms. Schreiner was excused at 9:30 am.

Mr. Gallagher reiterated that pricing would be per occurrence.

Mr. Stern did not think the City should be deciding the providers' fee structure. He suggested that the City put out the RFP and if the fee structure is not desirable, negotiations should begin.

Ms. Gunter explained that the challenge in not providing a price structure would disable the administration in terms of appropriately comparing proposals. A cross structure is more desirable by the administration to compare line item by line item.

Mr. Gallagher explained the fee structure:

- The City would receive 100% of sales.
- Service provider would bill the City for services rendered.
- Assistant to the City Manager Gallagher explained that the proposed cost structure would provide tighter controls, be more efficient, and ultimately prove to be more equitable.

Mr. Stern suggested that pricing differentiate between cremation and full body burial. Also, include cost of providing foundations and other ancillary services in the RFP. He is not concerned about the ability to compare; he just wants the RFP to be complete. Mr. Stern also asked about the City's plan in terms of insurance minimums. He continued to ask about the provider maintaining the cemetery and the implications to potential bidders. He also and what the organizational structure would look like.

Ms. Gunter explained that the potential provider would have an obligation to bring the Sexton on to the cemetery grounds so they must maintain the existing standards in respect to burials.

DPS would seed plots and new graves.

Mr. Gallagher explained that this is just one piece of the RFP and is not the full scope of work.

Ms. Gunter asked for additional feedback on the distinction between per occurrences and percentage of sales, as a preference issue.

Mr. Desmond distinguished that he raised the distinction primarily as a point of discussion.

Mr. Stern expressed that percentage of sales would be ridiculous for this venture.

Ms. Buchanan suggested that the administration look at municipal cemeteries v. private cemeteries that are using a management company as a guide.

Mr. Desmond suggested the administration use Pine Lake, W. Bloomfield, Franklin, Van Hoosen - Rochester, and Troy as comparisons because they are managed by contractors and are municipal owned.

Ms. Gunter explained, regarding previous comments on internal controls and auditing procedures, there is a bit of exposure in doing per occurrence. It is a measurable item that can be reviewed and could potentially save the City money in terms of only paying for services that are finalized. She reiterated that she must put out a format for the bidders to respond to; therefore, the RFP must have a fee structure.

- The RFP would be released on Friday, October 11, 2019.
- GCAB will review proposals and develop a recommendation for the November 18, 2019 City Commission meeting at the November 8, 2019 meeting.
- Interviews with service providers would be arranged if requested by the GCAB.
- Consider negotiating a short-term engagement with Elmwood.

#### **V. UNFINISHED BUSINESS**

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

- A. Review of Annual Report, FYE June 30, 2019.
  - Mr. Stern did not know if the number of burials of the last fiscal year were included in the Annual Report to the City Commission.
  - He would like to see the total number of burials as well as total sales be reflected in the Annual Report.
- B. Other items were tabled for the November 8, 2019 meeting.

#### **VI. FINANCIAL REPORT**

- A. 4Q FY 2018-2019 Financial Report for Greenwood Cemetery

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

#### **VIII. BOARD COMMENTS**

Ms. Buchanan felt that honesty and transparency between the GCAB, City Commission, and City Administration is important. She would like to see the GCAB included in all matters related to the cemetery.

Mr. Stern expressed that he was sorry that Ms. Mynsberge left as quickly as she did. He would have liked to thank her for the kindness she displayed in assisting him with the inventory of plots at Greenwood Cemetery. Ms. Mynsberge was a professional and able to get the agenda out to board members earlier in the week. Again, he wished that he could have thanked her for her kindness and courtesies.

Ms. Gunter passed on to the GCAB that Ms. Mynsberge is still providing advice and support to the administration even in her absence.



Ms. Buchanan extended thanks on behalf of the GCAB to Ms. Mynsberge for her services.

|                    |
|--------------------|
| <b>IX. ADJOURN</b> |
|--------------------|

Meeting adjourned at 10:00 a.m.

**NEXT MEETING: November 8, 2019**

Cheryl Arft, Acting City Clerk  
/vc



## MEMORANDUM

Office of the City Manager

**DATE:** November 8, 2019

**TO:** Greenwood Cemetery Advisory Board

**FROM:** Tiffany J. Gunter, Assistant City Manager  
James Gallagher, Assistant to the City Manager

**SUBJECT:** Service Provider Status Update

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Beginning in 2013, the City has been utilizing the professional management services for the Greenwood Cemetery as provided by the Historic Elmwood Cemetery. Under the original contract, Elmwood Cemetery has provided a turnkey management solution. Elmwood Cemetery was responsible for all of the day-to-day operations of the cemetery. Elmwood Cemetery notified the City of Birmingham of its intent to terminate the contract effective November 30, 2019 via a letter dated August 31, 2019. The impetus for the letter was due to the nature of the financial arrangement of the agreement being set-up in such a way that while Elmwood is 100% responsible for all of the duties listed in the table below, Elmwood only receives 25% of sales as they occur. The revenue model for Elmwood is not sustainable as it is outlined in the current agreement. Under the current arrangement the permanent record keeping is still maintained by the City Clerk's Office. Every quarter the contractor sends the deeds and work orders to the Clerk's Office. The Clerk's Office updates the cemetery record books, the Laserfiche document imaging program, and files the hard copy deeds and work orders.

The Department of Public Services (DPS) is still responsible for forestry services and road improvements, however the contractor took over the responsibilities for prepping the grave for burial, pouring foundations, snow removal, lawn care, general clean-up of the grounds, and meeting with the families regarding grave location. The roads were cape-sealed last year and are currently in good condition.

DPS contracts out the lawn care for the entire City, including the cemetery. The contractor is responsible for the lawn care and reimburses the City for the cemetery portion of the lawn care. The contractor receives a bill from the City once a month for the cemetery portion of the lawn care contract. Annually the cost for Elmwood is roughly \$16,500 (\$550 per cut at 33 cuts per year).

The contractor is responsible for scheduling burials and foundations, responding to ancestry inquires, and updating the electronic cemetery records for burials, foundations, and sales. In addition, the contractor is responsible for meeting with individuals interested in purchasing a grave, the sale of the grave, and financial record keeping of those sales. The contractor is also

responsible for prepping the grave for burial, pouring foundations, snow removal, lawn care and general clean-up of the grounds.

The care, maintenance and operation of Greenwood Cemetery remain under the supervision and control of the City Manager in accordance with Section 34-26 of the City Code.

The separation of duties is provided in the table below:

| Cemetery Service  | Service Provider |     |                    |         |
|---|------------------|-----|--------------------|---------|
|   | City             |     |                    | Elmwood |
|   | Clerk            | DPS | Private Contractor |         |
| Permanent record keeping  | X                |     |                    |         |
| Tree removal  |                  | X   |                    |         |
| Road improvements   |                  | X   |                    |         |
| Financial record keeping  |                  |     |                    | X       |
| Meet with families to identify space  |                  |     |                    | X       |
| Coordinate with Funeral Director/Family time & date of service and service type |                  |     |                    | X       |
| Document next of kin and deceased information                                   |                  |     |                    | X       |
| Issue work order  |                  |     |                    | X       |
| Excavate grave  |                  |     |                    | X       |
| Set up tent and chairs  |                  |     |                    | X       |
| Perform burial  |                  |     |                    | X       |
| Attend burial   |                  |     |                    | X       |
| Post burial tent and chairs are removed and packed                              |                  |     |                    | X       |
| Grave is seeded and top dressed   |                  |     |                    | X       |
| Maps and records are marked to reflect the burial information                   |                  |     |                    | X       |
| Records are scanned and emailed to City Clerk                                   |                  |     |                    | X       |
| Lawn care   |                  |     | X                  |         |

|   |  |  |  |   |
|---|--|--|--|---|
| Contracting lawn care and weed care/fertilization   |  |  |  | X |
| Inspection of lawn care and weed care contractor's work   |  |  |  | X |
| Raise and level markers/monuments   |  |  |  | X |
| Seeding grass is necessary  |  |  |  | X |
| Repairing graves as needed  |  |  |  | X |
| Address customer service requests   |  |  |  | X |
| Installation of foundations   |  |  |  | X |
| Snow removal  |  |  |  | X |
| Maintain water system   |  |  |  | X |
| General clean- up of grounds, e.g. trimming bushes, picking up branches, trash pick-up  |  |  |  | X |
| Update interest list  |  |  |  | X |
| Mail and/or email interest list to families   |  |  |  | X |
| Issue work orders for customer requests   |  |  |  | X |
| Transfer of Burial Rights - assist both parties with transfer, e.g. identify locations using records and physically, issue forms, assist in form completion, confirm forms and fees received to both parties, update all records, issue deed, scan and email updates to Clerk |  |  |  | X |
| Assist families with information regarding disinternment and internment   |  |  |  | X |

Immediately upon receiving the notice of termination from Elmwood, City staff reached out to neighboring communities to see how they approach the operation of their cemeteries. Of the nine municipalities we reached out to, we were unable to find a local example that utilized a third party comprehensive professional management solution such as ours. Every community we reached out to utilizes a combination of internal City staff

and a professional third party contracted sexton, with self-admitted varying degrees of success.

A draft version of the Greenwood Cemetery Professional Management Services Request for Proposals (RFP) was presented to the Greenwood Cemetery Advisory Board at their October 4<sup>th</sup> meeting. On October 8, 2019, the RFP was published via the Michigan Intergovernmental Trade Network (MITN), it was also sent out to several nearby cemetery organizations, and distributed to the Michigan Cemetery Association to be shared with their membership.

The outcome of the research that was conducted by staff further cemented the understanding that the field of burial services is highly specialized. As such, we continued to have productive discussions with staff from Elmwood Cemetery to proactively plan for the potential transition process that might involve a new service provider. During the course of these meetings, we also gauged their willingness to extend their current contract on a month-to-month basis until we could find a suitable candidate for service replacement. Elmwood Cemetery was not interested in pursuing a month-to-month contract. Their revenue model relies upon a full calendar year given that the sales activities tend to take place during the Spring and Summer, but there is very little activity between the months of December through March. It would not be advantageous for them to continue to carry their existing services during the downtime and risk being replaced with another service provider once sales resume in earnest. However, Elmwood indicated that they were open to fulfilling their current contract, with modifications.

The bid closing date occurred on October 29, 2019 with the City receiving no proposals from any professional cemetery management firms interested in conducting business with the City of Birmingham.

Considering the specialized nature of the work included in the RFP, the City began working with the representatives of Elmwood, in advance, to reach mutually agreed upon modifications to the existing contract in the event that there were no other interested bidders. As you may recall, in 2013, the City only received one proposal when it had initially distributed the RFP for cemetery management services.

City staff and many of the board members agree that the level of service that Elmwood Cemetery has provided to the customers of Greenwood Cemetery have been of the highest standard and quality.

The committee has previously discussed the possibility of bringing this service “in-house.” There are a challenges associated with doing so that may result in a different level of service quality to clients interested in choosing Greenwood Cemetery as a final resting place for themselves or for loved ones. The City would have to reinvest in expenditures to cover the cost of new machinery, hiring, and training of staff, as the internal staff

members who had performed parts of this work previously are no longer employed with the City.

The professional staff at Elmwood Cemetery is well suited in consoling a grieving family and, on more than one occasion, has been consistently responsive to calls from grieving family members and funeral directors at odd hours in the evenings and on weekends. This level of responsiveness is the quality our community has grown to expect from Elmwood Cemetery. Additionally, Elmwood has the advantage of having multiple cemeteries to manage throughout southeast Michigan. As a result, we benefit from economies of scale that as an individual municipality, we may not otherwise enjoy. For example, Elmwood offers full service burials for a flat fee. This includes costs and coordination associated with working with the vaulting companies, tents, greens and chair set-ups for services, and other smaller particulars that will become the responsibility of the funeral directors if we do not continue to use them as a service provider. The minimal costs for these services are roughly \$1,100 and would then be passed on to the families and no longer absorbed by Elmwood on behalf of the City.

It is the intention of the City Staff to recommend to the City Commission the approval of an adjustment to the current service agreement with Greenwood Cemetery for cemetery management services. A copy of the existing agreement is included as an attachment to this memo for easy reference. The proposed modifications include:

- Replacing the requirement for attendance at every GCAB meeting to a requirement for an Elmwood representative to participate in meetings that involve new initiatives for them to provide an expert opinion on the subject matter.
- To allow for an increase in burial fees for a full casket from \$1,200 to \$1,400. These amounts typically increase annually by \$50-\$100 as a standard industry practice, but have not approved for an increase at Greenwood since 2012. This amount primarily supports the increases in wages of the employees to remain consistent with cost of living increases. Although the costs for cremation services have risen over the years, Elmwood is not seeking an increase in costs for these fees.
- Greenwood will continue to provide information, as requested, to the City Clerk on a quarterly basis from which the Clerk's office will be required to develop the report for the Advisory Board to review.

Lastly, and not a direct amendment to the contract, Elmwood has requested that the City take on the costs for the existing contract with Birmingham Lawn for lawn care and for snow removal. Elmwood will continue with general on-site maintenance and oversight of the landscape contractor. Upon review of the contract, this would not require an amendment. Section four (4) of the contract does not obligate the contractor to take on the costs of these services. The annual cost for these services is \$16,500. Elmwood representatives noted that there was a two-year period that ended in 2015 when there were no sales permitted for new plots. During that period, they continued to pay these costs on the City's behalf despite receiving no revenue for sales. They are not willing to

proceed with the same arrangement as sales are not in high demand at Greenwood even during the more active seasons.

City staff agrees that the requested modifications to the contract are fair and supported by a reasonable rationale as communicated by the representatives at Elmwood. Staff intends to proceed to the City Commission during the month of November with an amendment to the existing contract and letter from Elmwood reaffirming their commitment to continue to provide high quality services. This action will ensure no disruption of services, which had been set to occur on November 30, 2019 if no alternative solution could be negotiated. If the City Commission approves the proposed amendment to the contract then the agreement will continue through 2023 as indicated in the existing agreement with options to renew for an additional 10 years. The options to terminate, per the existing agreement, will not change as a result of this amendment, which means that either party could elect to terminate the agreement with ninety (90) days notice, if it is deemed necessary.

During this time, it is also recommended that the Advisory Board begin planning for options for providing burial services independent of Elmwood in the event that this issue has to be addressed again before the contract reaches its expiration date.

#### **Suggested Recommendations:**

To recommend that the City Commission amend the Elmwood service agreement with the proposed terms as negotiated.

- And –

To recommend that the City Commission authorized the expenditure for Lawn Care services with Birmingham Lawn for \$16,500 annually for the Greenwood Cemetery.

BIRMINGHAM

SEP 6 REC'D

CITY MANAGER'S OFFICE



**ELMWOOD**  
**HISTORIC**  
**CEMETERY**  
**Community Treasure**

1200 Elmwood Avenue  
Detroit, Michigan 48207  
(313) 567-3453  
fax: (313) 567-8861

August 31, 2019

Mr. Joseph Valentine  
City Manager  
City of Birmingham  
151 Martin Street  
Birmingham, MI 48009

RE: GREENWOOD CEMETERY AGREEMENT

Dear Mr. Valentine:

The Elmwood Cemetery is herein notifying you of our cancelling the agreement whereby Elmwood manages the City's Greenwood Cemetery. Our contract allows for either party to cancel the agreement with ninety (90) days' written notice.

Therefore, we will terminate the agreement on November 30, 2019. We will return any copies of records, maps and any other materials to the City Clerk on or before that date.

We appreciate the opportunity to have been of service to the residents of Birmingham who have utilized the historic cemetery.

Thank you.

Respectfully,

Lawrence F. Sloane  
Director



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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

*[Signatures on next page]*

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

WITNESSES:

TRUSTEES OF ELMWOOD CEMETERY

San + Goore

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

CITY OF BIRMINGHAM

Cheryl Craft  
Cheryl Craft

By: George Dilgard  
George Dilgard  
Its: Mayor

Cheryl Craft  
Cheryl Craft

By: Laura M Broski  
Laura Broski  
Its: City Clerk

Approved:

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

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

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

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



ELMW-1

OP ID: PAB

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2013

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

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

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

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

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

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

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

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

**CERTIFICATE HOLDER**

CIT1BIR

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**GREENWOOD CEMETERY ADVISORY BOARD  
MEETING MINUTES  
FRIDAY, NOVEMBER 8, 2019 AT 8:30 AM  
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

**I. CALL TO ORDER**

Darlene Gehringer, Chairperson, called the meeting to order at 8:30 a.m.

**II. ROLL CALL**

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

Absent: None

Administration: Assistant City Manager Gunter, Assistant to City Manager Gallagher,  
and Carrie Laird, Parks and Recreation Manager

**III. APPROVAL OF MEETING MINUTES**

**A. APPROVAL OF MINUTES OF AUGUST 16, 2019**

**MOTION:** Motion by Ms. Buchanan, seconded by Ms. Peterson  
To approve meeting minutes of August 16, 2019 as amended.

VOTE: Ayes, 7  
Nays, 0  
Absent, 0

**B. APPROVAL OF MEETING MINUTES OF OCTOBER 4, 2019**

- Mr. Stern – Page 1, Item A, should read Ms. Schreiner
- Mr. Stern - Page 5, last sentence, should read ask as opposed to and.

**MOTION:** Motion by Mr. Stern, seconded by Ms. Buchanan  
To approve meeting minutes of October 4, 2019 as corrected.

VOTE: Ayes, 7  
Nays, 0  
Absent, 0

**IV. NEW BUSINESS**

**A. GREENWOOD CEMETERY MANAGEMENT SERVICES: CONTRACT**

## **AMENDMENT – ACTION**

Assistant City Manager Gunter presented this item.

1. At the October 4 meeting, a letter was presented with Elmwood's desire to terminate the existing contract with the City of Birmingham for services at Greenwood Cemetery effective November 30, 2019.
2. Staff began working on a request for proposal to find a service provider to fill that space.
3. The RFP was put out to bid and the City did not receive any proposals to consider.
4. Elmwood proposed some contract amendments to continue the existing agreement; the City staff preliminarily agreed to the amendments pending presentation to the GCAB:
  - a) Replace requirement to attend every GCAB meetings with only a requirement to attend for new initiatives being proposed.
  - b) Increase in burial fees from \$1200 to \$1400 full casket burial. There would be no increase in cremation fees. The increase would cover cost of living increases for employees.
  - c) Eliminating reporting requirements. Clerk's office would take on the reporting responsibility.
  - d) Eliminate grass cutting and snow removal.

Mr. Stern expressed the following:

1. He found the reporting on this item to be an embarrassment.
2. In the past, the City have presented excellent reports including detailed analysis.
3. Estimates and good advice have been excellent.
4. This report was rushed and not to the City's full potential, perhaps due to the election. The report lacks detail to substantiate an increase in labor cost.
5. Mr. Stern went on to say that, the contractor is receiving all of the profits and the Clerk's office and DPS are taking on all of the responsibility of the contract.
6. He would like to see DPS bring in revenues from services at Greenwood.
7. He suggested that GCAB go back to the City and request a report of the quality that the City is capable of providing.

Ms. Gunter acknowledged Mr. Stern's concerns and pointed out that a decision on how to proceed must be made by Nov. 30, 2019.

Mr. Stern asked if staff had approached Clover Hill for help. He referenced them because they have offered to help many times in the past.

Ms. Gunter answered that they did not explore opportunities with Clover Hill, because the City would not be able to rely on them to provide services due to the lack of contractual obligation between the City and Clover Hill Cemetery.

Ms. Schreiner asked if we have assurances that Elmwood would continue the contract if the amendments are agreed upon. Ms. Gunter affirmed.

Ms. Schreiner expressed concerns about bullet point number one in reference to attendance at the GCAB meetings. She pointed out that the meetings should be properly noticed with 48 or 72 hours and that there be a true new item on the agenda. Due to the nature of Elmwood's business, there should be an excused absence option.

Ms. Gehringer noted that on the initial contract, it specified that a representative must attend meetings once a year at a minimal. She did not feel that the specification was an unreasonable

request. She also asked who would provide financial information, specifically sales data.

Ms. Gunter said that Elmwood would continue to provide the reporting.

Mr. Desmond felt that the increased burial fees were reasonable, customary, and fair. He added that in viewing this as a "make or buy" situation, from what we already heard. To "make" this requires cost, time and energy; and the commitment has been vastly underestimated. It is much more than what the City believes it to be in terms of properly managing a cemetery.

Ms. Schreiner agrees with Mr. Desmond that the time and energy required to manage a cemetery is underestimated.

Ms. Peterson asked how the City reacted to paying lawn care instead of Elmwood.

Ms. Gunter expressed that the City is prepared to fund lawn care directly.

Ms. Buchanan asked when this item would go before the Commission. Ms. Gunter replied that it would be at the November 25, 2019 meeting.

Ms. Buchanan commented that due to the commissioners being known for pondering, asked if the outcome of the November 25 meeting results in more pondering, how would the cemetery be managed going forward?

Ms. Gunter replied that there would be a potential disruption in service.

Ms. Peterson asked why not present on November 11, 2019. Ms. Gunter replied that the agenda would be full due to the swearing-in ceremony and induction of the new commission members.

It was also noted that Elmwood is not willing to work month to month until a solution is found. They will not work through the winter without an opportunity to recoup revenue in the spring/summer.

Ms. Gehringer commented that she believes that the increased burial fee is reasonable and fair.

Mr. Stern believes that the commission would require more detail before moving Elmwood's contract forward.

Ms. Buchanan commented that there should be more financial detail including estimated cost. In addition, sales at Greenwood should be considered as a cause for Elmwood wanting to terminate their contract. Cemetery costs are increasing.

Linda Peterson expressed that creating 500 graves at Greenwood allowed Elmwood to increase revenues for a period.

Ms. Gehringer admitted that when Elmwood was first contracted, she had mixed emotion; but after working with them she was able to appreciate the services provided. She further said that the GCAB should be prepared for the City assuming management of the cemetery due to the uncertainty of the future.

Mr. Stern felt that if the commission goes along with this option, the GCAB should have a plan B with detailed financials to fulfill the board's obligation to the City.

Ms. Buchanan said that GCAB should not make a value judgement, but vote, and recommend submission of the revised proposal to the commission for approval.

Ms. Laird spoke for the responsibility of DPS in terms of maintaining cemetery grounds. She said that DPS is not prepared to take over cemetery operations. She said that she has very capable staff, backhoe operators, and would need additional full time employees.

Ms. Gehringer addressed the \$16,500 of this proposal that comes out of the GCAB budget. She noted that it is not enough in the budget to sustain the proposed payments.

Ms. Schreiner suggested that the board work on alternate revenue sources to support the cost of lawn maintenance.

Finance Director Gerber said that prior to the perpetual care fund, the cemetery was part of the property maintenance of the City. Once the perpetual care fund was established, it was hoped that Elmwood would provide the service after a period. In the meantime, the fund would grow, and support the maintenance of the cemetery going into the future. While there is enough revenue to cover the expense now, depending on interest rates in the future, it may not generate enough to pay for lawn care at \$16,500 annually.

**MOTION:** Motion by Ms. Buchanan, seconded by Mr. Desmond  
To submit a resolution approving the Greenwood Cemetery Management Services Contract Amendment.

|       |         |   |
|-------|---------|---|
| VOTE: | Ayes,   | 7 |
|       | Nays,   | 0 |
|       | Absent, | 0 |

#### **V. UNFINISHED BUSINESS**

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

#### **VI. FINANCIAL REPORT**

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

#### **VIII. BOARD COMMENTS**

Ms. Gehringer asked about the status of the ground penetrating RFP.

Ms. Gunter said that it is on hold for the time being.

#### **IX. ADJOURN**

Meeting adjourned at 10:00 a.m.

| THE FUNERAL CONSUMERS INFORMATION SOCIETY — GERALD R. PEARSALL FUNERAL HOME PRICE SURVEY |                            |                 |            |         |                                  |  |                    |                  |                   |                     |                          |                                  |                     |                    |                         |
|--|----------------------------|-----------------|------------|---------|----------------------------------|--|--------------------|------------------|-------------------|---------------------|--------------------------|----------------------------------|---------------------|--------------------|-------------------------|
| Funeral Home   | Address                    | City            | ZIP Code   | County  | Phone                            | Website  | Immediate Burial** | Vault Incl.: Y/N | Casket Incl.: Y/N | Direct Cremation ** | Crematory Fee Incl.: Y/N | Alternative Container Incl.: Y/N | Basic Services Fee* | Casket Price Range | Anatomical Donation *** |
| A.J. Desmond & Sons Funeral Home: Vasu, Rodgers & Connell Chapel                         | 32515 Woodward Ave         | Royal Oak       | 48073      | Oakland | (248) 549-0500<br>(800) 294-5668 | <a href="http://www.desmondfuneralhome.com">www.desmondfuneralhome.com</a>                           | \$2,180            |                  | N                 | \$1,955             | N                        | N (+ \$185)                      | \$1,960             | \$845-\$14,300     | \$1,335                 |
| Casterline Funeral Home  | 59255 Ten Mile Road        | South Lyon      | 48178      | Oakland | (248) 446-1171                   | <a href="http://www.casterlinefuneralhome.com">www.casterlinefuneralhome.com</a>                     | \$2,050            | N                | N                 | \$1,875             | Y                        | Y                                | \$1,695             | \$495-\$6,600      | \$950                   |
| Coats Clarkston Tribute Center   | 8909 Dixie Highway         | Clarkston       | 48348      | Oakland | (248) 620-4142                   | <a href="http://www.coatsfuneralhome.com">www.coatsfuneralhome.com</a>                               |                    |                  |                   |                     |                          |                                  |                     |                    |                         |
| Coats Funeral Home   | 3141 Sashabaw Road         | Waterford       | 48329-4042 | Oakland | (248) 674-0461                   | <a href="http://www.coatsfuneralhome.com">www.coatsfuneralhome.com</a>                               | \$2,386            | N                | N                 | \$1,955             | N                        | Y                                | \$2,655             | \$58-\$5,639       |                         |
| Coats Village Funeral Home   | 135 South Street           | Ortonville      | 48462      | Oakland | (248) 627-3412                   | <a href="http://www.coatsfuneralhome.com">www.coatsfuneralhome.com</a>                               | \$2,279            |                  | N                 | \$2,109             | Y                        | Y                                | \$2,395             | \$464-\$5,224      |                         |
| Donelson, Johns and Evans Funeral Home   | 5391 Highland Road         | Waterford       | 48327      | Oakland | (248) 673-1213                   | N/A  | \$1,745            |                  | N                 | \$1,675             | N                        | N (+\$70)                        | \$2,295             | \$595-\$10,000     |                         |
| Dryer Funeral Home   | 101 First Street           | Holly           | 48442      | Oakland | (248) 634-8291                   | <a href="http://www.dryerfuneralhomeholly.com">www.dryerfuneralhomeholly.com</a>                     | \$1,190            | N                | N                 | \$1,250             | N                        | Y                                | \$1,995             | \$350-\$7395       |                         |
| Edward Swanson & Son Funeral Home  | 30351 Dequindre Road       | Madison Heights | 48071      | Oakland | (248) 588-5120                   | <a href="http://www.dignitymemorial.com">www.dignitymemorial.com</a>                                 | \$2,395            | N                | N                 | \$1,500             | N                        | N                                | \$2,645             | \$695-\$8,895      |                         |
| Elton Black & Son Funeral Home: Highland Chapel  | 3295 E Highland Road       | Highland        | 48356      | Oakland | (248) 889-1500                   | <a href="http://www.eltonblackandsonhighland.com">www.eltonblackandsonhighland.com</a>               | \$2,400            | N                | N                 | \$1,790             | N                        | Y                                | \$2,510             | \$695-\$10,795     |                         |
| Elton Black & Son Funeral Home: Union Lake Chapel  | 1233 Union Lake Road       | White Lake      | 48386      | Oakland | (248) 363-7424                   | <a href="http://www.eltonblackandsonhighland.com">www.eltonblackandsonhighland.com</a>               | \$2,400            | N                | N                 | \$1,790             | N                        | Y                                | \$2,510             | \$695-\$10,795     |                         |
| Funeral Home   | Address                    | City            | ZIP Code   | County  | Phone                            | Website  | Immediate Burial** | Vault Incl.: Y/N | Casket Incl.: Y/N | Direct Cremation ** | Crematory Fee Incl.: Y/N | Alternative Container Incl.: Y/N | Basic Services Fee* | Casket Price Range | Anatomical Donation *** |
| Generations Funeral & Cremation Services   | Serves Oakland County      |                 |            | Oakland | (800) 491-4499                   | <a href="http://www.generationsfuneralservice.com">www.generationsfuneralservice.com</a>             | \$1,795            | Y                | Y                 | \$695               | Y                        | Y                                | \$995               | \$500-\$5,000      | \$550                   |
| Gramer Funeral Home  | 705 North Main Street      | Clawson         | 48017      | Oakland | (248) 435-9010                   | <a href="http://www.gramerfuneralhome.com">www.gramerfuneralhome.com</a>                             | \$1,920            |                  | N                 | \$1,920             | N                        | N (+\$250)                       | \$2,555             | \$495-\$25,000     |                         |
| Haley Funeral Directors  | 24525 Northwestern Highway | Southfield      | 48075      | Oakland | (248) 356-4800                   | <a href="http://www.haleyfuneraldirectors.com">www.haleyfuneraldirectors.com</a>                     | \$1,995            | N                | Y                 | \$970               | Y                        | Y                                | \$1,495             | \$490-\$6,250      |                         |
| Hebrew Memorial Chapel   | 26640 Greenfield Road      | Oak Park        | 48237      | Oakland | (248) 543-1622                   | <a href="http://www.hebrewmemorial.org">www.hebrewmemorial.org</a>                                   | \$1,495            | N                | N                 | N/A                 | N/A                      | N/A                              | \$1,100             | \$795-\$12,000     |                         |
| Hopcroft Funeral Home  | 23919 John R Road          | Hazel Park      | 48030      | Oakland | (248) 543-6687<br>(888) 548-6687 | <a href="http://www.hopcroftfuneraldirectors.com">www.hopcroftfuneraldirectors.com</a>               | \$1,400            | N                | N                 | \$1,500             | N                        | Y                                | \$1,800             | \$795-\$7664       | \$650                   |
| Hopcroft Funeral Home  | 31145 John R Road          | Madison Heights | 48071      | Oakland | (248) 585-7770<br>(888) 271-7770 | <a href="http://www.hopcroftfuneraldirectors.com">www.hopcroftfuneraldirectors.com</a>               | \$1,400            | N                | N                 | \$1,500             | N                        | Y                                | \$1,800             | \$795-\$7664       | \$650                   |
| Huntoon Funeral Home   | 855 West Huron Street      | Pontiac         | 48341      | Oakland | (248) 338-3100                   | <a href="http://www.huntoonfuneralhomes.com">www.huntoonfuneralhomes.com</a>                         | \$3,185            | N                | N                 | \$2,125             | N                        | Y                                | \$2,090             | \$486-\$4,800      |                         |
| Huntoon Funeral Home   | 79 Oakland Ave             | Pontiac         | 48342      | Oakland | (248) 332-0189                   | <a href="http://www.huntoonfuneralhomes.com">www.huntoonfuneralhomes.com</a>                         | \$3,185            | N                | N                 | \$2,125             | N                        | Y                                | \$2,090             | \$486-\$4,800      |                         |
| Huntoon Funeral Home   | 47 North Washington Street | Oxford          | 48371      | Oakland | (248) 628-2521                   | <a href="http://www.huntoonfuneralhomes.com">www.huntoonfuneralhomes.com</a>                         | \$3,185            | N                | N                 | \$2,125             | N                        | Y                                | \$2,090             | \$486-\$4,800      |                         |
| Kinsey-Garrett Funeral Home  | 420 S Lafayette Street     | Royal Oak       | 48067      | Oakland | (248) 541-4400                   | <a href="http://www.kinsey-garrett.com">www.kinsey-garrett.com</a>                                   | \$1,975            | N                | N                 | \$1,475             | N                        | y                                | \$1,885             | \$695-\$12,990     | \$895                   |
| Funeral Home   | Address                    | City            | ZIP Code   | County  | Phone                            | Website  | Immediate Burial** | Vault Incl.: Y/N | Casket Incl.: Y/N | Direct Cremation ** | Crematory Fee Incl.: Y/N | Alternative Container Incl.: Y/N | Basic Services Fee* | Casket Price Range | Anatomical Donation *** |
| Lawrence E. Moon Funeral   | 268 N Perry Street         | Pontiac         | 48342      | Oakland | (248) 758-                       | <a href="http://www.lawrenceemoonfuneralhomepontiac.com">www.lawrenceemoonfuneralhomepontiac.com</a> | \$1,545            |                  | N                 | \$950               | N                        |                                  | \$1,595             | \$595-\$25,995     |                         |

|  |                             |                  |          |         |                |  |                    |                  |                   |                     |                          |                                  |                     |                    |   |                         |                         |
|--|-----------------------------|------------------|----------|---------|----------------|--|--------------------|------------------|-------------------|---------------------|--------------------------|----------------------------------|---------------------|--------------------|---|-------------------------|-------------------------|
|  |                             |                  |          |         | 1913           |  |                    |                  |                   |                     |                          |                                  |                     |                    |   |                         |                         |
| Lewis E. Wint & Son Funeral Home                 | 5929 South Main Street      | Clarkston        | 48346    | Oakland | (248) 625-5231 | <a href="http://www.wintfuneralhome.com">www.wintfuneralhome.com</a>                         |                    |                  |                   |                     |                          |                                  |                     |                    |   |                         |                         |
| Lynch & Sons Funeral Directors                   | 1368 North Crooks Road      | Clawson          | 48017    | Oakland | (248) 435-0660 | <a href="http://www.lynchfuneraldirectors.com">www.lynchfuneraldirectors.com</a>             | \$1,995            | N                | N                 | \$2,090             | N                        | Y                                | \$1,975             | \$95-\$16,000      |   |                         |                         |
| Lynch & Sons Funeral Directors                   | 404 E Liberty Boulevard     | Milford          | 48381    | Oakland | (248) 684-6645 | <a href="http://www.lynchfuneraldirectors.com">www.lynchfuneraldirectors.com</a>             | \$1,950            | N                | N                 | \$2,029             | N                        | Y                                | \$1,750             | \$79-\$7,900       | \$1,950   |                         |                         |
| Lynch & Sons Funeral Directors: Bossardet Chapel | 39 West Burdick             | Oxford           | 48371    | Oakland | (248) 628-3100 | <a href="http://www.lynchfamilyfuneraldirectors.com">www.lynchfamilyfuneraldirectors.com</a> | \$1,950            |                  | N                 | \$2,029             | N                        | Y                                | \$1,750             | \$79-\$19,500      |   |                         |                         |
| Lynch & Sons Funeral Home                        | 340 Pontiac Trail           | Walled Lake      | 48390    | Oakland | (248) 624-2251 | <a href="http://www.lynchfamilyfuneraldirectors.com">www.lynchfamilyfuneraldirectors.com</a> | \$1,950            | N                | N                 | \$2,029             | N                        | Y                                | \$1,750             | \$79-\$19,500      |   |                         |                         |
| McCabe Funeral Home                              | 31950 West Twelve Mile Road | Farmington Hills | 48334    | Oakland | (248) 553-0120 | <a href="http://www.mccabefuneralhome.com">www.mccabefuneralhome.com</a>                     | \$4,100            | N                | N                 | \$2,175             | N                        | Y                                | \$2,700             | \$450-\$7,900      |   |                         |                         |
| Mercy Funeral Home                               | 627 E 9 Mile Road,          | Hazel Park       | 48030    | Oakland | (248) 336-3729 | <a href="http://www.mercyfunerals.com">www.mercyfunerals.com</a>                             | \$1,500            | N                | Y                 | \$875               | unknown                  | unknown                          | not listed          | not listed         |   |                         |                         |
| Modetz Funeral Homes: Potere-Modetz              | 339 Walnut Boulevard        | Rochester        | 48307    | Oakland | (248) 651-8137 | <a href="http://www.modetzfuneralhomes.com">www.modetzfuneralhomes.com</a>                   | \$1,695            | N                | N                 | \$1,295             | N                        | Y                                | \$1,895.00          | \$275-\$9,000      |   |                         |                         |
| Modetz Funeral Homes: Riverside Chapel           | 5630 Pontiac Lake Road      | Waterford        | 48327    | Oakland | (248) 674-4181 | <a href="http://www.modetzfuneralhomes.com">www.modetzfuneralhomes.com</a>                   | \$1,695            | N                | N                 | \$1,295             | N                        | Y                                | \$1,895.00          | \$275-\$9,000      |   |                         |                         |
| Modetz Funeral Homes: Silverbell Chapel          | 100 East Silverbell         | Orion            | 48359    | Oakland | (248) 371-3777 | <a href="http://www.modetzfuneralhomes.com">www.modetzfuneralhomes.com</a>                   | \$1,695            | N                | N                 | \$1,295             | N                        | Y                                | \$1,895.00          | \$275-\$9,000      |   |                         |                         |
| Funeral Home                                     | Address                     | City             | ZIP Code | County  | Phone          | Website  | Immediate Burial** | Vault Incl.: Y/N | Casket Incl.: Y/N | Direct Cremation ** | Crematory Fee Incl.: Y/N | Alternative Container Incl.: Y/N | Basic Services Fee* | Casket Price Range | Casket Price Range                                | Anatomical Donation *** | Anatomical Donation *** |
| O'Brien/Sullivan Funeral Home                    | 41555 Grand River Avenue    | Novi             | 48375    | Oakland | (248) 348-1800 | <a href="http://www.obriensullivanfuneralhome.com">www.obriensullivanfuneralhome.com</a>     | \$2,395            | N                | N                 | \$1,895             | N                        | Y                                | \$2,365             | \$390-\$6,250      | \$995   |                         |                         |
| Phillips Funeral Home & Cremation Services       | 122 West Lake Street        | South Lyon       | 48178    | Oakland | (248) 437-1616 | <a href="http://www.phillipsfuneral.com">www.phillipsfuneral.com</a>                         | \$1,600            | N                | N                 | \$1,390             | N                        | N (+ \$205)                      | \$1,395             | \$195-\$6,240      |   |                         |                         |
| Pixley Funeral Home                              | 322 West University Drive   | Rochester        | 48307    | Oakland | (248) 651-9641 | <a href="http://www.pixleyfh.com">www.pixleyfh.com</a>                                       | \$2,585            | N                | N                 | \$1,600             | N                        | Y                                | \$2,895             | \$595-\$10,795     |   |                         |                         |
| Pixley Funeral Home: Davis Chapel                | 3530 Auburn Road            | Auburn Hills     | 48326    | Oakland | (248) 852-1800 | <a href="http://www.pixleyfuneraldavischapel.com">www.pixleyfuneraldavischapel.com</a>       | \$1,330            | N                | N                 | \$1,330             | N                        | N                                | \$995               | \$595-\$8,895      | \$1,085   |                         |                         |
| Pixley Funeral Home: Godhardt-Tomlinson Chapel   | 2904 Orchard Lake Road      | Keego Harbor     | 48320    | Oakland | (248) 682-0200 | <a href="http://www.godhardttomlinsonchapel.com">www.godhardttomlinsonchapel.com</a>         | \$2,190            | N                | N                 | \$1,575             | N                        | Y                                | \$895               | \$695-\$8,895      |   |                         |                         |
| Price Funeral Home                               | 3725 Rochester Road         | Troy             | 48083    | Oakland | (248) 689-0700 | <a href="http://www.pricefuneralhome.net">www.pricefuneralhome.net</a>                       | \$1,120            | N                | N                 | \$1,205             | N                        | Y                                | \$1,980             | \$985-\$13,700     | \$1,120   |                         |                         |
| Sawyer-Fuller Funeral Home                       | 2125 West 12 Mile Road      | Berkley          | 48072    | Oakland | (248) 398-6500 | <a href="http://www.sawyerfuller.com">www.sawyerfuller.com</a>                               | \$1,595            | N                | N                 | \$1,575             | N                        | Y                                | \$2,075             | \$425-\$27,000     | \$975   |                         |                         |
| Simon Javizian Funeral Directors                 | 4167 Wendell Road           | West Bloomfield  | 48323    | Oakland | (248) 626-7815 | none   |                    |                  |                   |                     |                          |                                  |                     |                    |   |                         |                         |
| Simple Funerals Counseling Centers               | 21 E. Long Lake Road        | Bloomfield       | 48304    | Oakland | (248) 227-1954 | <a href="http://www.simplefuneralsinmichigan.com">www.simplefuneralsinmichigan.com</a>       | \$835              | N                | N                 | \$995               | N                        | Y                                | \$450               | \$495 - \$3,735    | \$835 included transpo to local hospital universi |                         |                         |
| Southfield Funeral Home (Yono Funeral Home)      | 18338 West 12 Mile Road     | Southfield       | 48076    | Oakland | (248) 569-8080 | <a href="http://www.southfieldfuneralhome.com">www.southfieldfuneralhome.com</a>             | \$2,495            | N                | N                 | \$2,135             | N                        | Y                                | \$600               | \$550-\$14,995     | \$995   |                         |                         |
| Funeral Home                                     | Address                     | City             | ZIP Code | County  | Phone          | Website  | Immediate Burial** | Vault Incl.: Y/N | Casket Incl.: Y/N | Direct Cremation ** | Crematory Fee Incl.: Y/N | Alternative Container Incl.: Y/N | Basic Services Fee* | Casket Price Range | Casket Price Range                                | Anatomical Donation *** | Anatomical Donation *** |
| Sparks Griffin Funeral Home                      | 46 Williams Street          | Pontiac          | 48341    | Oakland | (248) 338-9288 | <a href="http://www.sparksgriffin.com">www.sparksgriffin.com</a>                             |                    |                  |                   |                     |                          |                                  |                     |                    |   |                         |                         |
| Sparks Griffin Funeral Home                      | 111 East Flint Street       | Lake Orion       | 48362    | Oakland | (248) 693-8336 | <a href="http://www.sparksgriffin.com">www.sparksgriffin.com</a>                             |                    |                  |                   |                     |                          |                                  |                     |                    |   |                         |                         |
| Spaulding & Curtin Funeral Directors             | 500 West Nine Mile Road     | Ferndale         | 48220    | Oakland | (248) 544-0500 | <a href="http://www.spauldingcurtin.com">www.spauldingcurtin.com</a>                         | \$1,285            | N                | Y                 | \$1,185             | N                        | y                                | \$1,575             | \$125-\$7,185      |   |                         |                         |
| Swanson Funeral Homes: Cobb-Swanson              | 151 Orchard Lake Road       | Pontiac          | 48341    | Oakland | (248) 858-2640 | <a href="http://www.swansonfuneralhomes.com">www.swansonfuneralhomes.com</a>                 |                    |                  |                   |                     |                          |                                  |                     |                    |   |                         |                         |



|   |                             |                  |       |         |                               |  |            |   |   |                 |     |             |         |                  |         |
|---|-----------------------------|------------------|-------|---------|-------------------------------|--|------------|---|---|-----------------|-----|-------------|---------|------------------|---------|
| Chapel  |                             |                  |       |         |                               |  |            |   |   |                 |     |             |         |                  |         |
| Thayer - Rock Funeral Home                                | 33603 Grand River Ave       | Farmington       | 48335 | Oakland | (248) 474-4131                | <a href="http://www.thayer-rock.com">www.thayer-rock.com</a>                             | \$2,055    | N | N | \$1,990         | N   | extra \$80  | \$1,990 | \$595-\$12,400   |         |
| The Dorfman Chapel  | 30440 West Twelve Mile Road | Farmington Hills | 48334 | Oakland | (248) 406-6000 (866) 406-6003 | <a href="http://www.thedorfmanchapel.com">www.thedorfmanchapel.com</a>                   | \$2,145    | N | N | N/A             | N/A | N/A         | \$1,295 | \$595-\$14,995   |         |
| The Edward Korkoian Funeral Home (Spiller-Spitler Chapel) | 836 N Main Street           | Royal Oak        | 48067 | Oakland | (248) 541-8325 (248) 541-4800 | <a href="http://www.edwardkorkoianfuneralhome.com">www.edwardkorkoianfuneralhome.com</a> | not listed |   |   | \$695           | Y   | N           |         |                  |         |
| The Heeney-Sundquist Funeral Home                         | 23720 Farmington Road       | Farmington       | 48336 | Oakland | (248) 474-5200                | <a href="http://www.heeney-sundquist.com">www.heeney-sundquist.com</a>                   | \$1,900    |   | N | \$1,900         | N   | N           | \$2,290 | \$695-\$14,000   | \$1,560 |
| The Ira Kaufman Chapel                                    | 18325 W Nine Mile Road      | Southfield       | 48075 | Oakland | (248) 569-0020 (800) 325-7105 | <a href="http://www.irakaufman.com">www.irakaufman.com</a>                               | \$1,525    |   | N | \$1,525-\$1,575 | N   | N (+ \$150) | \$850   | \$850-\$33,500   |         |
| Wessels & Wilk Funeral Home                               | 23690 Woodward Ave          | Pleasant Ridge   | 48069 | Oakland | (248) 543-0100                | <a href="http://www.wesselsandwilk.com">www.wesselsandwilk.com</a>                       | \$995      |   | N | \$775           | N   | Y           | \$1,380 | \$695-\$8,500    | \$600   |
| Wm. Sullivan & Son Funeral Directors                      | 705 W Eleven Mile Road      | Royal Oak        | 48067 | Oakland | (248) 541-7000                | <a href="http://www.sullivanfuneraldirectors.com">www.sullivanfuneraldirectors.com</a>   | \$1,450    | N | N | \$1,690         | N   | Y           | \$2,195 | \$495 - \$24,900 | \$650   |

\* Basic services charge is already included in the quoted cost of immediate burial, direct cremation, anatomical donation, and (usually) package funerals. However, it will be added to any other funeral service.  
\*\* Price assumes you provide container unless stated otherwise.  
\*\*\* Mileage beyond 30 miles is typically an extra cost.



**REQUEST FOR PROPOSALS**  
**For Greenwood Cemetery Professional Management Services**

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Sealed proposals endorsed **“Greenwood Cemetery Management”**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until 3:00pm on Wednesday, October 29, 2019 after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide professional management services for the City's historic Greenwood Cemetery. This work must be performed as specified accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: James Gallagher, Assistant to the City Manager.

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

**Submitted to MITN:** Tuesday, October 8, 2019

**Deadline for Submissions:** 3:00 p.m. on Tuesday, October 29, 2019

**Contact Person:** James Gallagher, Assistant to the City Manager  
P.O. Box 3001, 151 Martin Street  
Birmingham, MI 48012-3001  
Phone: 248.530.1807  
Email: [jgallagher@bhamgov.org](mailto:jgallagher@bhamgov.org)





## REQUEST FOR PROPOSALS For Greenwood Cemetery Professional Management Services

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## INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Service Provider."

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide professional management services for the City's historic Greenwood Cemetery. This work must be performed as specified accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the City reserves the right where it may serve the City's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by early November 2019. An Agreement for services will be required with the selected Service Provider. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

## REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide professional management services for the City's historic Greenwood Cemetery..

## INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 3:00 p.m. on Tuesday, October 29, 2019 to:

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

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"Greenwood Cemetery Management"**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

## INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Service Provider's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: James Gallagher at 248.530.1807 or [jgallagher@bhamgov.org](mailto:jgallagher@bhamgov.org). Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

## **EVALUATION PROCEDURE AND CRITERIA**

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Related experience with similar projects, Service Provider background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. References.

## **TERMS AND CONDITIONS**

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Service Provider if the successful Service Provider does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Service Providers.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Service Provider sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Service Provider for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Service Provider and shall not be chargeable in any manner to the City.
6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.

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

## **SERVICE PROVIDER'S RESPONSIBILITIES**

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
  - a. Bidder's Agreement (Attachment B - p. 18)
  - b. Cost Proposal (Attachment C - p. 19)
  - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 20)
  - d. Agreement (p. 12 – **only if selected by the City**).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
4. The Service Provider will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-Contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Service Provider's proposal.
8. The Service Provider will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Service Provider during this project.
9. The Service Provider will be responsible for getting the building and parking permits at no cost to the Service Provider.
10. The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned

upon the faithful performance of the contract, and completion on or before the date specified.

11. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Service Provider will be available according to the proposed timeline.

## **CITY RESPONSIBILITY**

1. The City will provide a designated representative to work with the Service Provider to coordinate both the City's and Service Provider's efforts and to inspect and verify any work performed by the Service Provider.
2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

## **SETTLEMENT OF DISPUTES**

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **INSURANCE**

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **CONTINUATION OF COVERAGE**

The Service Provider also agrees to provide all insurance coverages as specified. Upon failure of the Service Provider to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

## **EXECUTION OF CONTRACT**

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

## **INDEMNIFICATION**

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **CONFLICT OF INTEREST**

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **EXAMINATION OF PROPOSAL MATERIALS**

The submission of a proposal shall be deemed a representation and warranty by the Service Provider that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

## **PROJECT TIMELINE**

It is anticipated that the Birmingham City Commission will consider the agreement with the successful bidder in November 2019. Following approval, City staff will schedule a meeting with the successful bidder to begin transition of daily management tasks from current Service Provider to the successful bidder.

## SCOPE OF WORK

The Service Provider, hereby referred to as "Provider", shall perform the following services in accordance with the requirements as defined and noted herein:

1. **Sales Administration & Management:** The Service Provider shall provide service to the City within Greenwood Cemetery to include, but not limited to, the following:
  - a. **Permanent Record Keeping:** Provider shall make necessary updates, edits, and deletions to ensure that the record book and map of Greenwood Cemetery are as accurate as possible. Provider is responsible for proper documentation of all burial and space ownership records to include, but not limited to, the following:
    - i. Recording all sales of grave plots with the City Clerk within five (5) business days
    - ii. Recording all grave locations with the City Clerk within five (5) business days
    - iii. Recording all title deeds with the City Clerk within five (5) business days
    - iv. Recording burials and provide any and all related burial transit permits at least once every five (5) business days with the City Clerk
    - v. Submitting all applicable forms and documents to the State of Michigan, as may be required
  - b. **Financial Record Keeping:** Provider shall be responsible for all financial transactions associated with grave plot sales and burial services including, but not limited to, the following services:
    - i. Provider shall collect, record, remit and report all sales, receipts, funds, and refunds on behalf of the City within five (5) business days
    - ii. Provider shall not execute a deed to the customer until Provider receives full payment for the cemetery space
      1. No grave can be dug or body buried without a deed of ownership
    - iii. Provider shall forward all sums collected on sales of burial plots within five (5) business days to the City Clerk
  - c. **Customer service and marketing:** Provider shall sell cemetery services and property in accordance with established policies and procedures, including but not limited to, the following services:
    - i. Provider shall be available to answer telephone, email, and web-based inquiries and to meet with persons wishing to purchase burial plots
    - ii. Provider shall provide a designated location to meet with families and discuss burial arrangements and meet on site as necessary to confirm arrangements with families as necessary
    - iii. Provider shall be available to meet with interested parties within two (2) business days to arrange for the sale of burial plots



- iv. Provider shall work directly with funeral directors and family of deceased persons in arranging all funerals at Greenwood Cemetery
- v. Provider must maintain the Cemetery in a manner which is fully in compliance with the City's adopted Operational Procedures, Conditions, and Regulations
- vi. Provider shall ensure the family of deceased persons understands and has a copy of Greenwood Cemetery's Policies & Procedures upon the sale of burial plots. The current version is included as **Attachment E – pg. 21.**

**d. Communication and Reports:** Provider shall prepare and submit to the City reports of the operation, financials, records, and any other pertinent records to include, but not be limited to, the following:

- i. Provider shall include in their report monthly totals for receipts, disbursements, grave plot sales, grave plot inventory, interments, repairs, number of burials, number of cremations, and safety and environmental events.
- ii. Provider is requested to be present at all Greenwood Cemetery Advisory Board meetings to report on contracted services.

2. **Cemetery Operations:** The Provider is responsible for hiring a Sexton who shall provide service to the City within the Greenwood Cemetery to include, but not limited to, the following:

- a. The Sexton shall report directly to and work directly with the Service Provider in arranging all funerals at Greenwood Cemetery.
- b. Stake gravesites
- c. Complete opening and closing of graves.
- d. Make arrangements for laying and setting foundations.
- e. Damage to any markers, headstones, foundations or other fixtures during the normal routine activities shall be the Providers responsibility to correct, subject to the City's approval, that sufficient actions have taken place to correct the damaged property.

3. **Services Excluded From Contract:** Provider shall not be responsible for providing services not specified in this Contract, including but not limited to the following services:

- a. Tree removal
- b. Fence maintenance
- c. Road maintenance
- d. Snow removal
- e. Any acts of vandalism in Greenwood Cemetery
- f. All damage caused by weather events
- g. Lawn care including weed control monument maintenance services.

4. The City, upon reasonable prior notice, shall be provided with access to any information or financial records associated with the Greenwood Cemetery.

5. Greenwood Cemetery is a historic site within the City of Birmingham. All actions and recommendations by the Service Provider shall be done in a manner which maintains the historic character and setting of the cemetery.
6. The Service Provider shall ensure all operations under its control are conducted in a safe manner and will observe all MIOSHA guidelines as necessary.
7. This section and referenced documents shall constitute the Scope of Work for this

**ATTACHMENT A - AGREEMENT**  
**For Greenwood Cemetery Professional Management Services**

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This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and \_\_\_\_\_, Inc., having its principal office at \_\_\_\_\_ (hereinafter called "Service Provider"), provides as follows:

**WITNESSETH:**

**WHEREAS**, the City of Birmingham, through its Maintenance Department, is desirous of having work completed to remove and replace an existing flat roof system at the Baldwin Public Library in the City of Birmingham.

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

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

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide management services for the City's historic Greenwood Cemetery and the Service Provider's cost proposal dated \_\_\_\_\_, 2013 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Service Provider for the performance of this Agreement in an amount not to exceed \_\_\_\_\_, as set forth in the Service Provider's \_\_\_\_\_, 2019 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Service Provider shall employ personnel of good moral character and fitness in performing all services under this Agreement.

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

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

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

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

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

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

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

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

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

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Service Provider shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Service Provider shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Service Provider shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Service Providers Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Service Provider shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the

additional insured, whether any other available coverage by primary, contributing or excess.

- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Service Provider will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Service Provider shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Service Provider shall procure and maintain during the life of this contract, an Owners Service Providers Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage.
- H. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- I. Proof of Insurance Coverage: Service Provider shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
  - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
  - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
  - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Service Provider shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Service Provider to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

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

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

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

City of Birmingham  
Attn: James Gallagher  
151 Martin Street  
Birmingham, MI 48009  
248.530.1807

SERVICE PROVIDER

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made

pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

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

WITNESSES:

**SERVICE PROVIDER**

\_\_\_\_\_

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

Its:

**CITY OF BIRMINGHAM**

\_\_\_\_\_

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

Its: Mayor

\_\_\_\_\_

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

Cheryl Arft  
Its: City Clerk

Approved:

\_\_\_\_\_  
James Gallagher  
(Approved as to substance)

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

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

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



**ATTACHMENT B - BIDDER'S AGREEMENT**  
**For Greenwood Cemetery Professional Management Services**

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In submitting this proposal, as herein described, the Service Provider agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

---

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

---

**DATE**

---

**TITLE**

---

**DATE**

---

**AUTHORIZED SIGNATURE**

---

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

---

**PHONE**

---

**NAME OF PARENT COMPANY**

---

**PHONE**

---

**ADDRESS**

## ATTACHMENT C - COST PROPOSAL

### For Greenwood Cemetery Professional Management Services

**In order for the bid to be considered valid, this form must be completed in its entirety.**

The Service Provider shall receive compensation on a percentage basis. The Service provider shall receive one-hundred percent (100%) of the income from interment services, such as the sale of second rights of interment, foundations and memorial installations and other miscellaneous service fees.

Additionally, the Service Provider shall receive twenty-five percent (25%) of the proceeds from the sale of new or reclaimed grave spaces. The additional annual cost, if any, for the Scope of Work as stated in the Request for Proposal documents shall be an amount, as follows:

***Attach technical specifications for all proposed materials as outlined in the Service Provider's Responsibilities section of the RFP (p. 6)***

| COST PROPOSAL                               |            |
|---|------------|
| ITEM  | BID AMOUNT |
| Miscellaneous (Attach Detailed Description) | \$         |
|   | \$         |
|   | \$         |
| <b>TOTAL BID AMOUNT</b>                     | \$         |
| ADDITIONAL BID ITEMS                        |            |
|   | \$         |
|   | \$         |
| <b>GRANDTOTAL AMOUNT</b>                    | \$         |

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

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

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**For Greenwood Cemetery Professional Management Services**

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

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

---

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

---

**DATE**

---

**TITLE**

---

**DATE**

---

**AUTHORIZED SIGNATURE**

---

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

---

**PHONE**

---

**NAME OF PARENT COMPANY**

---

**PHONE**

---

**ADDRESS**

---

**TAXPAYER I.D.#**

## **ATTACHMENT E – EXISTING POLICIES AND PROCEDURES**

### **For Greenwood Cemetery Professional Management Services**

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#### **CITY OF BIRMINGHAM**

#### **GREENWOOD CEMETERY OPERATIONAL PROCEDURES,**

#### **CONDITIONS AND REGULATIONS**

### **I. DEFINITIONS:**

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

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

### **II. CONDUCT OF PERSONS**

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

No person shall:

- a. Enter the cemetery except through an established gate, and only during the hours from 8:00 A.M. to sundown.
- b. Deposit or leave rubbish and debris on any part of the cemetery grounds.

- c. Pick, mutilate, remove, or destroy any living plants or parts thereof, whether wild or domestic, on the cemetery grounds, except in the work of maintenance by City employees or its designated contractor.
- d. Break, injure, remove, or deface any monument or marker on the cemetery grounds.
- e. Bring any dog or animal into the cemetery grounds, unless in compliance with applicable leash law.
- f. Bring or discharge any firearm on the cemetery grounds, except in the conduct of military funerals.
- g. Carry intoxicants into the cemetery grounds, or consume such while in the cemetery.
- h. Advertise on cemetery grounds unless permitted by the City.
- i. Conduct her/himself in any other than a quiet and respectful manner while on the cemetery grounds.

### **III. TRAFFIC REGULATIONS**

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

No person shall:

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

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

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

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

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

## **V. OPERATIONAL REGULATIONS**

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

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

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

### **MONUMENTS**

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

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

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

### **MARKERS**

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

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

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

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

### **INTERMENTS**

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

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

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

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

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

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

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

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



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

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

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

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

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

## **DISINTERMENTS**

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

## **VIII. BURIAL RIGHTS POLICY**

Lots purchased from the City after October 1, 2014:

Full grave

One casketed remains and two cremated remains

- or -

Up to three cremated remains

Cremation grave

3 x 2 feet      one cremated remains

3 x 4 feet      two cremated remains

Lots purchased prior to October 1, 2014:

Full grave

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

- or -

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

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

1. A payment agreement may be entered into to allow for the purchase price of a plot(s) to be paid over a period of time not to exceed 24 months and the period provided to cure a default. A copy of this Payment Plan Policy shall be attached to all installment payment agreements and shall be provided to the Purchaser.

2. Payment agreements require a 20% down payment of the total purchase price, with the remaining balance to be spread into equal monthly payments for the payment period. Such payment agreements shall be interest free. There shall be no prepayment penalty to the Purchaser.

3. A plot(s) being purchased under a payment agreement may not be used for interment until the full purchase price of the plot(s) has been paid. The Purchaser may apply all payments made on the plan to the plot(s) needed for burial. Should this application of funds to the burial plot reduce the balance in the Purchaser's account below 20% of the value of the remaining plots, the Purchaser shall be given a grace period of up to six months to repay the 20% deposit on the remaining plot(s).

4. In the event a Purchaser fails to make an installment payment, the Purchaser shall have 90 days from the default to cure the deficiency and bring the payments current.

5. For purchase agreements initiated after January 14, 2019, failure to pay the entire contract on or before the final payment due date and the cure period will result in forfeiture of the unpaid plot(s) and 50% of all monies paid to date. If enough money is on account to completely pay for a plot(s), the Purchaser shall have the option to purchase said plot(s) with those available funds. Fifty percent of the remaining funds on account and any plots not paid in full shall be forfeited.

## **X. LOT RESALE POLICY**

All graves sold by the City after October 1, 2014 can only be returned to the City. Such graves cannot be transferred from the original purchaser to an unrelated third party. Graves can only be transferred to family according to the Rules of Consanguinity with supporting genealogical documentation.

All graves returned to the City shall receive 50% of the original purchase price from the Greenwood Cemetery Perpetual Care Fund. Upon return of the graves, the City may resell the graves.

(For the purpose this policy, immediate family shall mean the immediate family of the purchaser(s) – spouse, children, grandchildren, parents, siblings, nieces/nephews, grandparents, aunts/uncles, step-children.)

## **XI. SCHEDULE OF FEES AND CHARGES**

Fees and other charges are as set forth in the Schedule of Fees, Charges, Bonds and Insurance.

## **XII. REVISIONS**

The obligations of the City as herein set forth may, from time to time, be modified by the Birmingham City Commission.

- October 18, 1971 Resolution No. 1434-71
- February 13, 1984 Resolution No. 02-97-84
- February 23, 2009 Resolution No. 02-52-09
- December 17, 2012 Resolution No. 12-356-12
- August 10, 2015 Resolution No. 08-174-15
- March 27, 2017 Resolution No. 03-82-17 (and confirmed by Greenwood Cemetery Advisory Board on May 5, 2017).
- January 14, 2019 Resolution No. 01-011-19

**ATTACHMENT F – GREENWOOD CEMETERY FEE SCHEDULE**  
**For Greenwood Cemetery Professional Management Services**

| Greenwood Cemetery (126-26)   | Existing Fees |
|---|---------------|
| Grave space accommodating one full burial or three cremations   | \$ 3,000.00   |
| Additional Rights of Burial for cremated remains, each  | \$ 750.00     |
| Grave space accommodating two cremated remains  | 2,000.00      |
| Grave space accommodating one cremated remains  | 1,000.00      |
| Administrative fee for transfer of grave ownership  | \$ 150.00     |
| Interment and disinterment fees:  |               |
| Cremation   | \$ 750.00     |
| Full Burial   | \$ 1,200.00   |
| Foundation charges for markers & monuments:   |               |
| Foundation Installment - per linear foot  | \$ 125.00     |
| Marker or monument resets:  |               |
| Foundation installation charge as per above schedule, plus an hourly charge for removal of old foundation                         |               |
| Weekend, holiday, and overtime interments. This fee in addition to the normal interment fee charged during regular working hours. | \$ 400.00     |