

GREENWOOD CEMETERY ADVISORY BOARD

AGENDA

Monday, April 5, 2021, 10:00 A.M.

VIRTUAL MEETING

Meeting ID: 989 8385 6041

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

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

I. CALL TO ORDER

Chairperson, Linda Buchanan

II. ROLL CALL

City Clerk, Alexandria Bingham

III. APPROVAL OF THE MINUTES

- A. Approval of meeting minutes of March 5, 2021

IV. Unfinished Business

V. New Business

- A. Review of Goals as outlined in the 2019-20 Report & preparation for the 2021-22 Report
B. Review of Grave Sales & Next Grave Release Recommendation
C. Review of Fee Schedule
D. Cemetery Services Contract
E. Discussion on what to prepare for the May GCAB meeting

VI. REPORTS

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

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

VIII. BOARD COMMENTS

IX. ADJOURN

Next Meeting: May 7, 2021

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, March 5, 2021, 10 A.M.
Virtual Meeting**

I. CALL TO ORDER

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

II. ROLL CALL

Present: Chair Linda Buchanan (location: Birmingham, MI)
Pam DeWeese (location: Birmingham, MI)
Linda Peterson (location: Birmingham, MI)
Laura Schreiner (location: Birmingham, MI)
George Stern (location: Birmingham, MI)
Margaret Suter (location: Birmingham, MI)

Absent: Joseph Vercellone

Administration: City Clerk Alex Bingham; Museum Director Leslie Pielack

Guests: None

III. APPROVAL OF THE MINUTES

A. Review of the Minutes of February 5, 2021

Ms. Suter asked that on page three 'Birmingham' be added before 'City parks' in order to clarify her question.

MOTION: by Stern, seconded by Suter:

To approve the minutes of February 5, 2021.

VOTE: Yeas, 6
Nays, 0

IV. UNFINISHED BUSINESS

A. Grave Pricing Evaluation and Recommendation

City Clerk Bingham reviewed the item.

The GCAB concurred that City Clerk Bingham should submit the spreadsheet containing the GCAB's comments and considerations to the City Commission as part of the grave pricing evaluation and recommendation agenda item.

MOTION: by Shriner, seconded by Stern:

To recommend the Commission authorize changing the grave prices in Greenwood Cemetery to \$4,000 based on the supporting documentation which shall be included in the GCAB's report to the Commission, and to present all pricing options to the Commission.

VOTE: Yeas, 6
Nays, 0

Some Board conversation ensued about when they would recommend the resolution go into effect.

Chair Buchanan said increasing the price immediately upon approval by the Commission would allow the City to increase its contribution to the perpetual care fund.

Ms. Shriner said she would recommend making the price increase effective 30 days after approval by the Commission in case there are sales being negotiated at the current price.

The majority of the GCAB concurred with Chair Buchanan.

MOTION: by Suter, seconded by Peterson:

To include the condition that the price increase would be effective immediately upon passage by the Commission and applicable to all currently released graves and future grave releases.

VOTE: Yeas, 5
Nays, 1 (Shriner)

Museum Director Pielack provided brief updates on the Museum's work towards updating biographies of those buried in Greenwood Cemetery and on the gravemarker condition inventory.

Chair Buchanan and Ms. DeWeese said they would volunteer for helping with the gravemarker condition inventory project.

B. Review of Greenwood Cemetery Rules & Regulations

City Clerk Bingham reviewed the item.

After discussion, the Board decided that they would address general language considerations, definitions, and the fee schedule at their April 2021 meeting. For the May 2021 meeting, they decided they would address lot sales, resales, and operational regulations.

Between the March and April meetings the Board agreed to individually go through the Rules and Regulations to highlight any potential pronoun or definition issues.

City Clerk Bingham said she would send out a worksheet that would help guide the Board members' individual work on that process.

Ms. DeWeese noted that language around partners, spouses or families should also be considered part of the review.

City Clerk Bingham stated that Beier Howlett would also provide the Board guidance about the legal implications of any of their recommended changes.

Chair Buchanan said the discussion at the May meeting should find a way to clarify that the City no longer offers payment plans.

City Clerk Bingham noted that language discussions may partially be ongoing throughout the sections.

The Board agreed to leave the agenda for the June meeting open as of now in order to determine whether they would advance to new topics in the Rules and Regulations review or revisit ones that needed more consideration.

V. NEW BUSINESS

None.

VI. REPORTS

- A. Financial Reports
- B. Cemetery Sales & Activity
- C. Clerk's Office Update
- D. City Manager's Report (January)

VII. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA
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There were no public comments.

VIII. BOARD COMMENTS

Chair Buchanan told the Board she provided a photo to City Clerk Bingham to provide to DPS a photo of the pole and chain at the Cemetery that she had mentioned at the February 2021 meeting. She went on to recommend that the Cemetery consider employing boards or plywood to lay down below a backhoe, saying that it might reduce the damage done to the grass. She also stated that Pewabic Pottery would be providing a graveside memorial tile for Mary Chase Perry Stratton, founder of Pewabic Pottery who is buried in the Cemetery.

City Clerk Bingham said the memorial tile for Ms. Stratton could be promoted on social media and written up in a City newsletter.

Chair Buchanan asked that the Commission also be notified about the memorial tile. She said she would be sharing a photo with the Board via the next meeting's agenda.

City Clerk Bingham said she would talk to DPS about reseeding sections that had been dug up during backhoe use.

In response to Ms. Suter, City Clerk Bingham said she would ask Ms. Arcome if there was a way to utilize the last row in Section C even though there are issues. City Clerk Bingham said she was thinking cremains might be one option for the row's use.

City Clerk Bingham said she had also provided Ms. Arcome with a chart to report plot issues.

IX. ADJOURN

Ms. Buchanan adjourned the meeting at 11:42 AM.

Next meeting: April 9, 2021

DATE: March 31, 2021

TO: Greenwood Cemetery Advisory Board

FROM: Alexandria Bingham, City Clerk

SUBJECT: -Review of Action Items in the 2019-2020 GCAB Annual Report & Preparation for the 2020-2021 Report
-Goal Setting for the 2021-22 Reporting Cycle

INTRODUCTION:

- At the November 6, 2020 Greenwood Cemetery Board meeting Museum Director Leslie Pielack was filling the role of staff liaison and guiding the board through the discussion and production of the 2019/2020 GCAB Annual Report and goal setting for the 2020/2021 year.
- The report was structured to cover an 18-month period to align GCAB's reporting cycles with the city's fiscal year.
- GCAB has been very active and productive in the 3rd quarter for the 2020-2021 fiscal year and as we are approaching the 4th quarter it is time to prepare the next annual report and set goals for the 2021-2022 FY.
- Although we will be revising and setting goals in the near future goals that may require funds from the city should be revisited in board discussions and research on needed funding can be ongoing but finalized by the board in October or November so that staff can submit the requests to the finance department in December of 2021 for the 2022-23 FY.
- Furthermore as we proactively plan and work through our GCAB goals and priorities we can develop a long range plan that can help us be even more proactive in planning maintenance, upgrades, and activities for the Historic Greenwood Cemetery.
- GCAB should plan on completing and recommending the report for submission to the City Commission for a July or August meeting.

PROCESS:

- Review and reflect upon the action items as laid out in the plan for 2020/2021
- Propose, revise, and prioritize goals for 2021/2022 by completing homework and returning your input to the Clerk for discussion at the next GCAB meeting.
- The clerk's office will provide quarterly data on sales, burials and fund balances.
- The clerk's office will write up the narrative components of the report and present drafts to GCAB for revision and input.
- The final draft should have recommendation to go to the Commission after the July or August 2021 GCAB meeting.

LEGAL REVIEW:

- None.

FISCAL IMPACT:

- None.

PUBLIC COMMUNICATIONS:

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

SUMMARY

- GCAB is beginning the process of updating their goals for the 2021-22 FY and drafting the annual GCAB report of the 2020-21 FY.

ATTACHMENTS:

- 2019-2020 GCAB annual report.
- GCAB Homework Assignment due to the Clerk by April 26, 2021

SUGGESTED RESOLUTION:

- For the GCAB to reflect upon and evaluate goals set in the 2019-2020 Annual GCAB Report and provide input on the 2021-2022 goals to the City Clerk.



MEMORANDUM

Clerk's Office

DATE: December 7, 2020

TO: Joseph A. Valentine, City Manager

FROM: Leslie Pielack, Museum Director
Alexandria Bingham, City Clerk Designee

SUBJECT: Greenwood Cemetery Advisory Board 2019-2020 Annual Report

INTRODUCTION:

The Greenwood Cemetery Advisory Board submits a report to the City Commission of activities at the Greenwood Cemetery on an annual basis that includes a summary and update of the cemetery's status, related finances, and the GCAB's planned activities for the next year. To align with the City's fiscal year, the current GCAB's report covers the period from January 1, 2019 through June 30, 2020.

BACKGROUND:

The Greenwood Cemetery Advisory Board was established on October 13, 2014 by the City Commission. Its role is to oversee the general activities, operation, and condition of the cemetery and to meet at least quarterly. Previous annual reports were submitted on a calendar basis but the GCAB has determined that using a fiscal year schedule is better aligned with the city's needs; therefore this report covers an eighteen-month period from January 1, 2019 through June 30, 2020.

During the period, there was a relatively high level of grave sales in early 2019, followed by a gradual slowing of sales until the 2020 coronavirus pandemic disrupted activity in the last three months of the period. However, earlier sales reduced available grave plots, and more sites will be needed for the anticipated demand in the coming year.

The provider for cemetery services changed during the period from Elmwood Cemetery to Creative Collaborations, LLC on December 1, 2019. Although formerly, Elmwood retained 25% of all revenues as compensation, under Creative Collaborations, revenues are remitted directly to the City, which then makes payments for services performed. Grave sale proceeds are transferred to the Greenwood Cemetery Perpetual Care Fund, which has seen substantial growth during the period.

During the period, the Greenwood Cemetery Advisory Board has established a number of project priorities to help better define available grave sites, locate the boundaries of the former Potter's Field, and develop a GIS database of graves to make information available to the city and the public. These priorities are ongoing and will be continued in the next year. In addition, the GCAB has added project activities for documenting baseline

conditions for historic grave markers and for developing a long-term plan for the cemetery. These priorities are further detailed in the 2019/2020 Annual Report.

LEGAL REVIEW:

None.

FISCAL IMPACT:

None.

SUMMARY

The Greenwood Cemetery Advisory Board continues to work toward improving the City's records and understanding the needs of the cemetery and the public. The 2019/2020 Annual Report summarizes their activities and discusses progress made toward the GCAB's goals and project priorities for the coming year to more effectively plan for the cemetery's future. Due to the depletion of available grave plots, the report recommends that the City Commission release an additional 50 graves in Sections B & C for future sale, and will be bringing that item separately before the Commission for its review.

ATTACHMENTS:

1. Greenwood Cemetery Advisory Board 2019/2020 Annual Report

GREENWOOD CEMETERY ADVISORY BOARD



2019/2020 ANNUAL REPORT

December 1, 2020

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

INTRODUCTION

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

To align with the City's fiscal year, the current GCAB's report covers the period from January 1, 2019 through June 30, 2020.

GENERAL ACTIVITIES

Meetings

The Greenwood Cemetery Advisory Board is required to meet at least quarterly; during the report period, the board met eight times in 2019 and three times in the first half of 2020. Board activities focused primarily on established project priorities for the period.

2019/2020 Project Priorities

Priorities set by the GCAB for the period and their current status are noted below:

1. Ground Penetrating Radar to verify records and establish available plots

To make the most efficient use of Ground Penetrating Radar, pursuing a RFP for GPR services will be deferred pending the outcome of the GIS mapping project (see #4). This will enable focused study of those areas of the cemetery that are of greatest uncertainty after the GIS study is complete.

2. Establish baseline of plots sold and unsold

The final integration of existing records with the GIS mapping project (see #4) will yield a better understanding of the exact location of sold and unsold plots.

3. Locate Potter's Field at Greenwood

Because the location of Greenwood's Potter's Field is in Section C, it is hoped that the outcome of the GIS mapping project (see #4) will provide some clarification of exact boundaries that can be followed up with further study.

4. Create digitized map of the cemetery

City Planner Brooks Cowan has identified 904 lots and 5,158 graves through a GIS digital mapping project. When complete, this project will integrate data from other city records on individual graves to identify which graves are open and additional information. The interactive digitized map with associated data will allow online access to the public in a manner similar to a property parcel map, with geo referencing for exact location information in its first phase. Data for sales, biographical information, and other data can be integrated into the map in the future. This will offer a beneficial tool for use by the public as well as the City.

Of the approximately 3,500 individuals on record buried at Greenwood, initial data on approximately half of them has been integrated into the database thus far. It is anticipated that this phase of the project will be complete in the next couple of months.

OPERATION

Sales and Financial Information

Cemetery services, including lawn care and grounds maintenance, were provided by Elmwood Cemetery in recent years. On December 1, 2019, **Creative Collaborations, LLC** became transitional provider for cemetery services, with the exception of grounds maintenance, which was provided by the City's Department of Public Services. On May 1, 2020, Creative Collaborations entered into a one-year renewable contract with the City to provide cemetery services on an ongoing basis. Records and funds previously managed by Elmwood Cemetery were transferred to the City of Birmingham's Clerk's Office upon termination of their contract. Grounds maintenance continues to be provided by DPS.

By December 31, 2018, 199 of 240 graves released for sale by the City Commission in 2015 had been sold in Sections B and C. During the period from January of 2019 through June 30 of 2020, grave sales slowed; an additional 50 graves were sold, 42 of which were in Sections B and C. This total of 241 graves sold exceeds the threshold of 240 set by the commission in 2018 for the GCAB to review and recommend additional release of graves. Therefore, the GCAB is recommending the release of 50 additional graves (see Recommendations).

On January 14, 2019, the City Commission approved a payment plan policy for cemetery plots that requires full payment within 24 months. During the period from January 1, 2019 through June 30, 2020, no new payment plans were initiated. Five (5) payment plans are expected to be completed in 3Q 2020 and the remaining two (2) payment plans in 4Q 2020. Those plots under a payment plan are considered sold for purposes of availability unless the plot becomes available again in the event of a purchaser default.

Grave Sales Detail, January 2019 - June 2020

	1Q 19	2Q 19	3Q 19	4Q 19	1Q 20	2Q 20	TOTAL	Sec B	Sec C	B + C *	Sec D	Sec K	Sec L	Sec O	Other
# sold by Section								32	10	42			2	4	2
Resident	4	n/a	3	2		3	12 known								
Non-Res	3	n/a	6	11	5		25								
Comp'd PmtPlans	3														
Total	10	10	9	13	5	3	50								
BEGINNING INVENTORY, 1Q 2019								261	20	281	6	0	2	4	?
TOTAL REMAINING, end of 2Q 2020								229	10	239	6	0	0	0	?

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

During the period January 1, 2019 through November 30, 2019, Elmwood Cemetery managed cemetery services and grave sales, remitting 75% to the City as revenue and retaining 25% as compensation. Beginning December 1, 2019, Creative Collaborations, LLC, remits 100% of revenue to the City, which then makes payments to the contractor for services performed.

Burials and Inurnments, January 2019 - June 2020

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

	1Q 19	2Q 19	3Q 19	4Q 19	1Q 20	2Q 20	TOTAL	Sec B	Sec C	B + C	Sec D	Sec K	Sec L	Sec O	Other
Burials	4	0	2	6	4	0		9	0	9	1	0	3	0	3
Inurn- ments	2	5	4	2	1	2		6	1	7	1	1	0	1	6
Total	6	5	6	8	5	2		15	1	16	2	1	3	1	9

Perpetual Care Fund

After expenses, revenues from grave sales are used to increase the Perpetual Care Fund for Greenwood Cemetery, with investment earnings remaining with the PCF. This has contributed to substantial growth of the fund.

Detail for January 2019 through June 2020:

2019 Q Ending March 31

Proceeds from cemetery plot sales	22,500.00
Investment income	<u>4,013.40</u>
Revenue for Perpetual Care Fund	26,513.40

2019 Q Ending June 30

Proceeds from cemetery plot sales	29,250.00
Investment income	5,334.14
Gain on investment	53.51
Unrealized gain	<u>39,122.15</u>
Revenue for Perpetual Care Fund	35,509.80

2019 Q Ending September 30

Proceeds from cemetery plot sales	0.00
Investment income	<u>5,169.42</u>
Revenue for Perpetual Care Fund	5,169.42

2019 Q Ending December 31

Proceeds from cemetery plot sales	28,740.00
Investment income	6,137.05
Gain on investment	<u>156.56</u>
Revenue for Perpetual Care Fund	35,033.61

2020 Q Ending March 31

Proceeds from cemetery plot sales	2,702.00
Investment income	<u>4,474.13</u>
Revenue for Perpetual Care Fund	7,176.13

2020 Q Ending June 30

Proceeds from cemetery plot sales	22,636.00
Investment income	7,541.11
Unrealized gain (loss)	<u>(3,058.53)</u>
Revenue for Perpetual Care Fund	27,118.58

Total Fund Balance, Period ending June 30, 2020	791,940.71
Net of Revenues vs. Expenditures	<u>74,497.74</u>
Ending Fund Balance	866,438.45

CONDITION

- During the period, the city's Department of Public Services has overseen cemetery landscape maintenance.
- In April of 2019, DPS planted three sugar maple trees in the cemetery in Section A near the east gate and one in Section B south of Martha Baldwin's grave.
- The Department of Public Services built and painted a new cemetery map display case and stand to replace the previous case and stand, which was deteriorated

PLAN FOR 2020/2021

The Greenwood Cemetery Advisory Board has prioritized the following action items for 2020/2021:

1) Ground Penetrating Radar to verify records and establish available plots

Continue to work toward the completion of this project as the GIS project is completed and GPR can be initiated.

2) Establish baseline of plots sold and unsold

Continue to work toward the completion of establishing this inventory. The final integration of existing records with the GIS mapping project (see #4) will yield a better understanding of the exact location of sold and unsold plots.

3) Locate Potter's Field at Greenwood

Continue to work toward defining boundaries of Greenwood's Potter's Field is in Section C, in coordination with the GIS mapping project.

4) Create digitized map of the cemetery

Continue to work with the Planning Department toward the completion of the GIS mapping project. This will aid in online access to the database for the public and in planning.

5) Undertake a study to inventory historic markers

A complete inventory and condition assessment will permit the establishment of baseline conditions and identify the need for restoration or training for appropriate care and preservation.

6) Develop a long-term plan for the cemetery

Data from the GIS mapping project and other relevant information such as the changing cultural and fiscal environment can be incorporated into a long-term plan for the management and preservation of the cemetery as an important cultural and historic resource.

SUMMARY AND RECOMMENDATIONS

In 2015, the City Commission released 240 graves for sale from a recently identified total of 530 available in Sections B, C, D, L, K, and O. The Commission also directed the Greenwood Cemetery Advisory Board to review and make a recommendation for additional release when the threshold of 200 in sales was reached. 199 plots had been sold by January 1, 2019, and at its June 7, 2019 meeting, the Board recommended that the city release an additional 60 plots for sale in Sections B and C.

At its July 7, 2019 meeting, the City Commission requested additional information about pricing and expressed concern about releasing additional plots in Section B. Subsequently, at their August 19, 2019 meeting, the Greenwood Cemetery Advisory Board reviewed the pricing and recommended 1) that the Commission leave the price of \$3,000 unchanged and 2) that sales in Section B be suspended, but 30 plots be released in Section C. However, this recommendation was not brought to the City Commission for review and action. Grave sales continued through 2019 and early 2020, and by June 30, 2020, 50 more grave plots had been sold, exceeding the original 2015 threshold of 240 by 1.

The GCAB revisited the issue at their November 6, 2020 meeting and revised its recommendations based on the available data that there were 229 sites remaining in Section B and 10 in Section C, for a total of 239 remaining in the two Sections. Therefore, the Board voted to recommend that the City Commission release an additional 50 plots in Sections B and C. This would leave 189 sites remaining in Sections B and C and 6 in Section D, or a total of 195 plots in reserve that can be made available in the future.

PLAN FOR 2020/2021

GCAB HOMEWORK: Submit responses to the City Clerk by April 26, 2021, do not discuss until we are in a regular meeting open to the public.

Offer constructive feedback on significance of the Action Items listed below and overall progress.

The Greenwood Cemetery Advisory Board has prioritized the following action items for 2020/2021:

Action Items	Reflection
<p>1) Ground Penetrating Radar to verify records and establish available plots</p> <p>Continue to work toward the completion of this project as the GIS project is completed and GPR can be initiated.</p>	
<p>2) Establish baseline of plots sold and unsold</p> <p>Continue to work toward the completion of establishing this inventory. The final integration of existing records with the GIS mapping project (see #4) will yield a better understanding of the exact location of sold and unsold plots.</p>	
<p>3) Locate Potter's Field at Greenwood</p> <p>Continue to work toward defining boundaries of Greenwood's Potter's Field in Section C, in coordination with the GIS mapping project.</p>	
<p>4) Create digitized map of the cemetery</p> <p>Continue to work with the Planning Department toward the completion of the GIS mapping project. This will aid in online access to the database for the public and in planning.</p>	
<p>5) Undertake a study to inventory historic markers</p> <p>A complete inventory and condition assessment will permit the establishment of baseline conditions and identify the need for restoration or training for appropriate care and preservation.</p>	
<p>6) Develop a long-term plan for the cemetery</p> <p>Data from the GIS mapping project and other relevant information such as the changing cultural and fiscal environment can be incorporated into a long-term plan for the management and preservation of the cemetery as an important cultural and historic resource.</p>	

IDEAS FOR 2021/2022

GCAB HOMEWORK: Submit responses to the City Clerk by April 26, 2021, do not discuss until we are in a regular meeting open to the public.

Rank and propose action items for the 2021/2022 year. Goals may carry over from prior years and new goals can be proposed. All responses will be combined and discussed at the May or June GCAB meeting.

Rank	Action Item (what)	Rationale (why)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

DATE: April 1, 2021

TO: Greenwood Cemetery Advisory Board

FROM: Alexandria Bingham, City Clerk

SUBJECT: Review of Available Space & Recommendation to Release Graves

INTRODUCTION:

- Grave sales in Greenwood Cemetery have been on going and conducted through the city's cemetery services provider Cheri Arcome of Creative Collaborations.
- On December 21, 2020 the City Commission released 10 graves in section C, row 19-A.
 - Since then graves 1, 2, 13, 14 & 16 in row 19A were found to be obstructed by trees and not able to be used at this time.
- On January 25, 2021 the City Commission released 14 graves in section C, row 18-A.
 - Since then it has been determined that graves 1 & 2 are obstructed due to a tree and not usable at this time.
- Cheri Arcome of Creative Collaborations currently has 15 pending sales across section C, row 18-A & 19-A.
- 5 graves are left in the available inventory not leaving many options for a person or family in search of a final resting space at the Historic Greenwood Cemetery.
- If all pending sales are completed and no other graves are found to be obstructed Greenwood Cemetery would have 168 known graves remaining in inventory. Over time if all of those spaces were to be sold at the current grave price of \$4,000 per space, \$672,000 of revenue could potentially generated for the perpetual care fund.
- The current balance of the perpetual care fund is \$927,732.04.
- Due to the depletion of available grave space it is time to consider another grave release.

BACKGROUND:

- In 2015 240 of the 530 potential grave plots were released.
- By December 31, 2018 199 of the 240 spaces had been sold.
- In July of 2019 no action was taken to release more graves and the City Commission charged the Greenwood Cemetery Advisory Board with the duty of evaluating the current market price for cemetery plots.
- August 16, 2019 GCAB determined that \$3,000 was an appropriate price for graves at Greenwood Cemetery.
- December 7, 2020 the City Commission reviewed GCAB's recommendation to release 50 graves. The City Commission requested more detailed reporting on available graves in sections B & C.
- December 21, 2020 Museum Director Leslie Pielack and City Clerk Alexandria Bingham provided a detailed map and explanation of availability and activity in Greenwood Cemetery. 11 graves that were sold or pending beyond the 2015 grave release were approved as well as 10 graves in Section C, Row 19-A.

- On January 25, 2021 the City Commission released 14 graves in section C, row 18-A. The Commission also requested that GCAB review grave prices again.
- The City Commission approved the grave price increase from \$3000 to \$4000 effective immediately per recommendation of the Greenwood Cemetery Advisory Board on March 22, 2021.
- In GCAB meetings over the past few months members expressed an interest in evaluating the trees in the cemetery and making sure a plan is in place to maintain the aesthetics and foliage across the Cemetery, specifically in sections B and C where current grave sales activity is happening. Attached is a memo from DPS Parks and Recreation Manager Carrie Laird in regards to the trees that are maintained in Greenwood Cemetery.

LEGAL REVIEW:

- None.

FISCAL IMPACT:

For each plot sold in Greenwood Cemetery, \$4,000 is deposited in the Greenwood Cemetery Perpetual Care Fund (Fund). The purpose of the Fund is to account for the investment earnings on the sale of City-owned plots, and donations, which will be used for the perpetual care and maintenance of the cemetery. Estimated basic annual maintenance costs (lawn, forestry, snow removal, etc.) for Greenwood Cemetery are \$60,000.

The current allocation of the portfolio is intended to generate income and growth. With the current balance of \$927,732.04 an additional 268 graves would need to be sold to reach the portfolio target size of \$2 million, keep in mind that only 168 graves in sections B and C are left. The city should continue to sell graves to approach their financial goals for the Greenwood Cemetery as the Perpetual Care Fund continues to grow through interest and contributions of grave sales.

PUBLIC COMMUNICATIONS:

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

SUMMARY:

Due to the continued interest in ongoing grave sales, and depletion of available grave plots since the December 2020 and January 2021 releases, a release of additional grave plots is recommended. Adjustments have been made to data regarding recent sales and available grave plots remaining, which are located only in Sections B and C.

The new GIS **draft** map as provided by City Planner Brooks Cowan along with the Tree Keeper data overlay as provided by Parks and Recreation Manager Carrie Laird illustrates that the cemetery has an impressive amount of tree coverage. However, as we continue to work with the space available in section B we may have to continue to adjust our count of available grave space for sale as we discover trees obstructing the space. It is also possible that the GCAB will recommend reserving space for future tree planting in a long range plan with the advice of DPS and the city's arborist, however having space to accommodate Birmingham residents and persons interested in a final resting place in Greenwood cemetery is a priority.

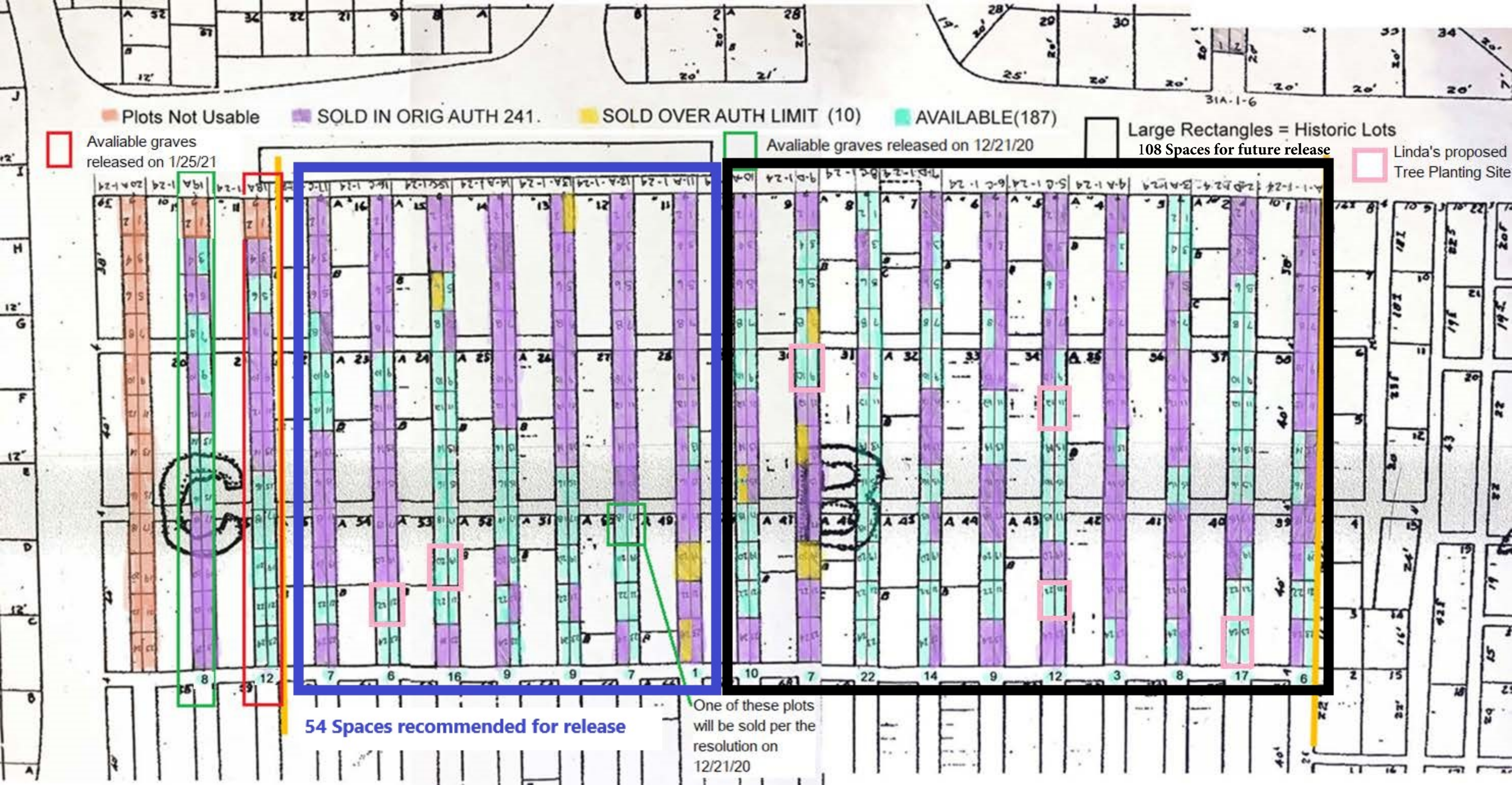
Based on the tree coverage in the western rows of section B, the need to release a sufficient number of graves to offer options to purchasers and the need of time between grave releases to allow the GCAB to address other Cemetery goals and business the City Clerk is recommending the release of the 7 western most rows of section B that amounts to 54 graves as long as none are obstructed by other monuments or trees. 108 potential grave sites would not be released yet but available for the consideration of future releases.

ATTACHMENTS:

- Color coded map that illustrates graves available and sold
- GIS map that illustrates tree coverage
- Memo from Parks and Recreation Manager Carrie Laird about Cemetery Trees
- January 2021 Grave Release
- March 2021 Grave Price Increase

SUGGESTED RESOLUTION:

- For the GCAB to recommend that the Commission release 54 graves in Greenwood Cemetery, section B, rows 17-C, 16-C, 15-C, 14-C, 13-C, 12-C and 11-C.



Plots Not Usable

SOLD IN ORIG AUTH 241.

SOLD OVER AUTH LIMIT (10)

AVAILABLE(187)

Large Rectangles = Historic Lots

108 Spaces for future release

Linda's proposed
Tree Planting Site

Available graves
released on 1/25/21

Available graves released on 12/21/20

54 Spaces recommended for release

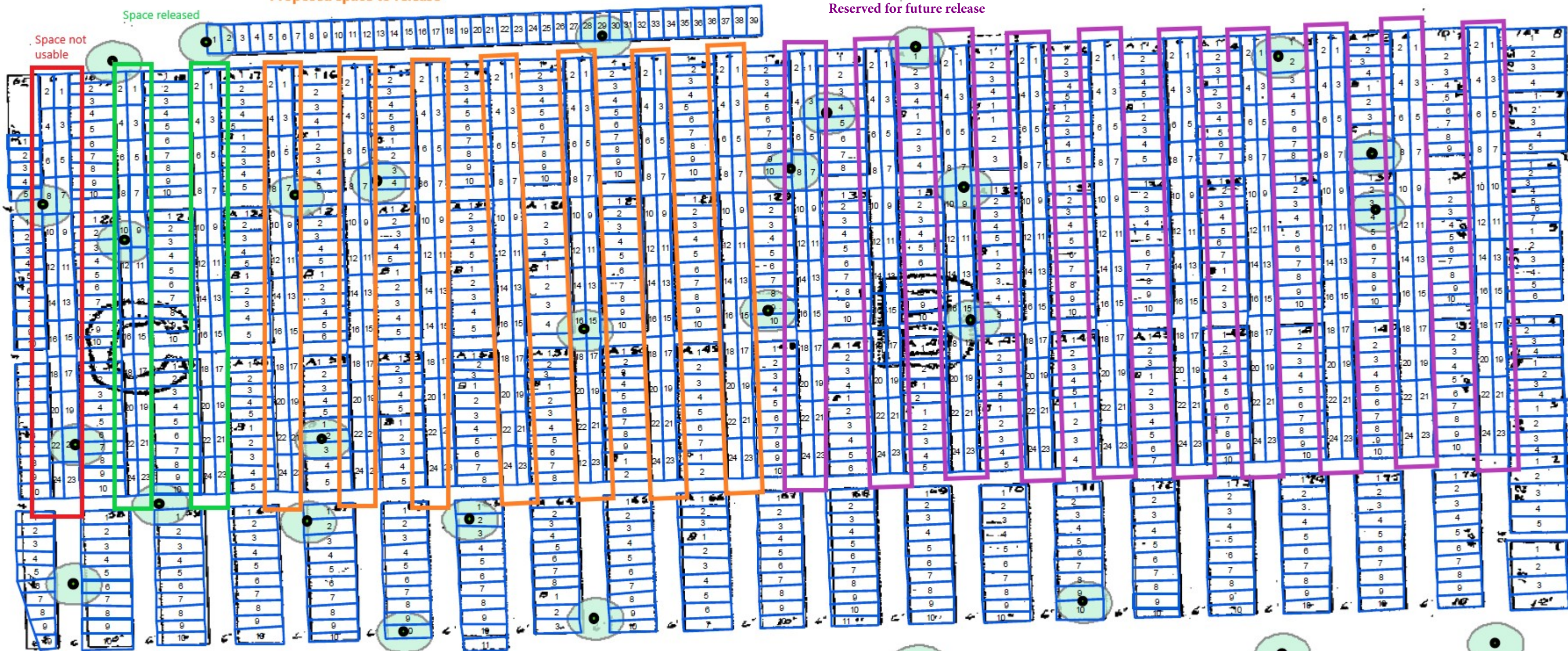
One of these plots
will be sold per the
resolution on
12/21/20

Proposed space to release

Space released

Reserved for future release

Space not
usable





MEMORANDUM

Department of Public Services

DATE: March 30, 2021

TO: Alexandria Bingham, City Clerk
Leslie Pielack, Museum Director

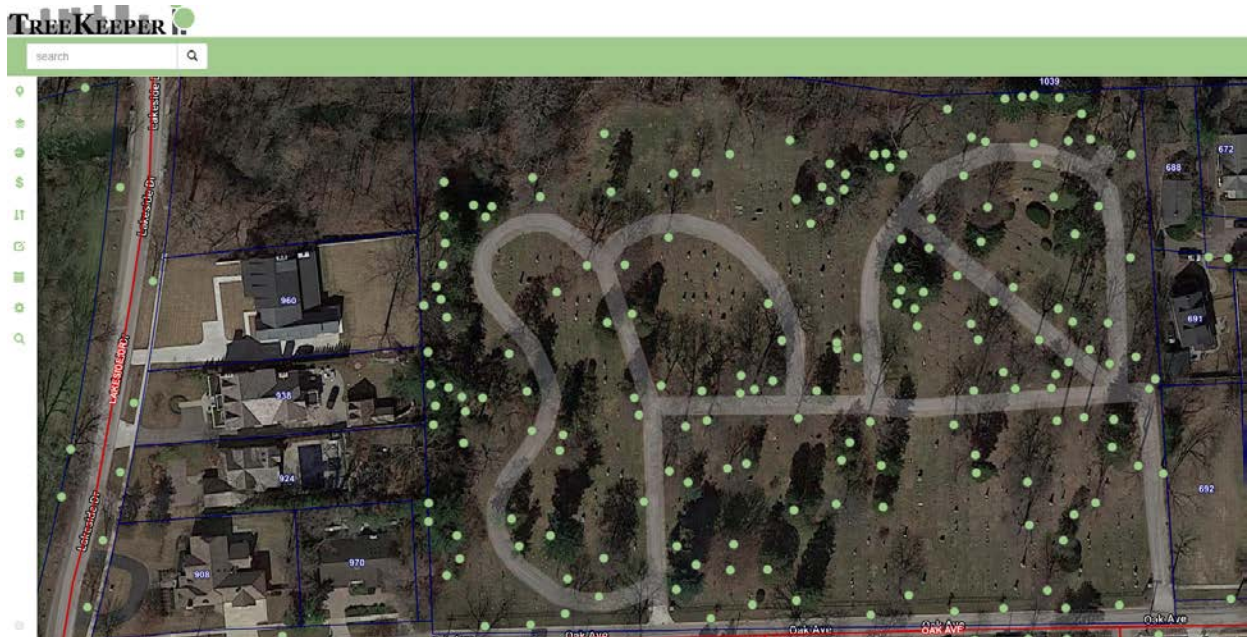
FROM: Carrie Laird, Parks and Recreation Manager

CC: Lauren Wood, Director of Public Services

SUBJECT: Greenwood Cemetery Tree Inventory

In 2017, the Department of Public Services hired a certified arborist from Davey Resource Group to perform a tree inventory of Greenwood Cemetery. The Greenwood Cemetery inventory was added to and is part of a larger City wide system, called TreeKeeper. Birmingham's TreeKeeper program (implemented in 2012) contains all Birmingham city-owned trees in city right of way areas. The Department of Public Services has been working to add trees in parks and City owned properties to this system.

TreeKeeper inventory is reviewed regularly and updated as needed. The data is collected through a mobile unit, and is able to integrate with a GIS mapping system.



A snippet right out of our TreeKeeper system



Above- TreeKeeper inventory integrated as a layer for the Greenwood GIS mapping system. Brooks Cowan, Assistant Planner is able to integrate the GIS coordinates of all trees collected through TreeKeeper with the Greenwood Cemetery GIS map.

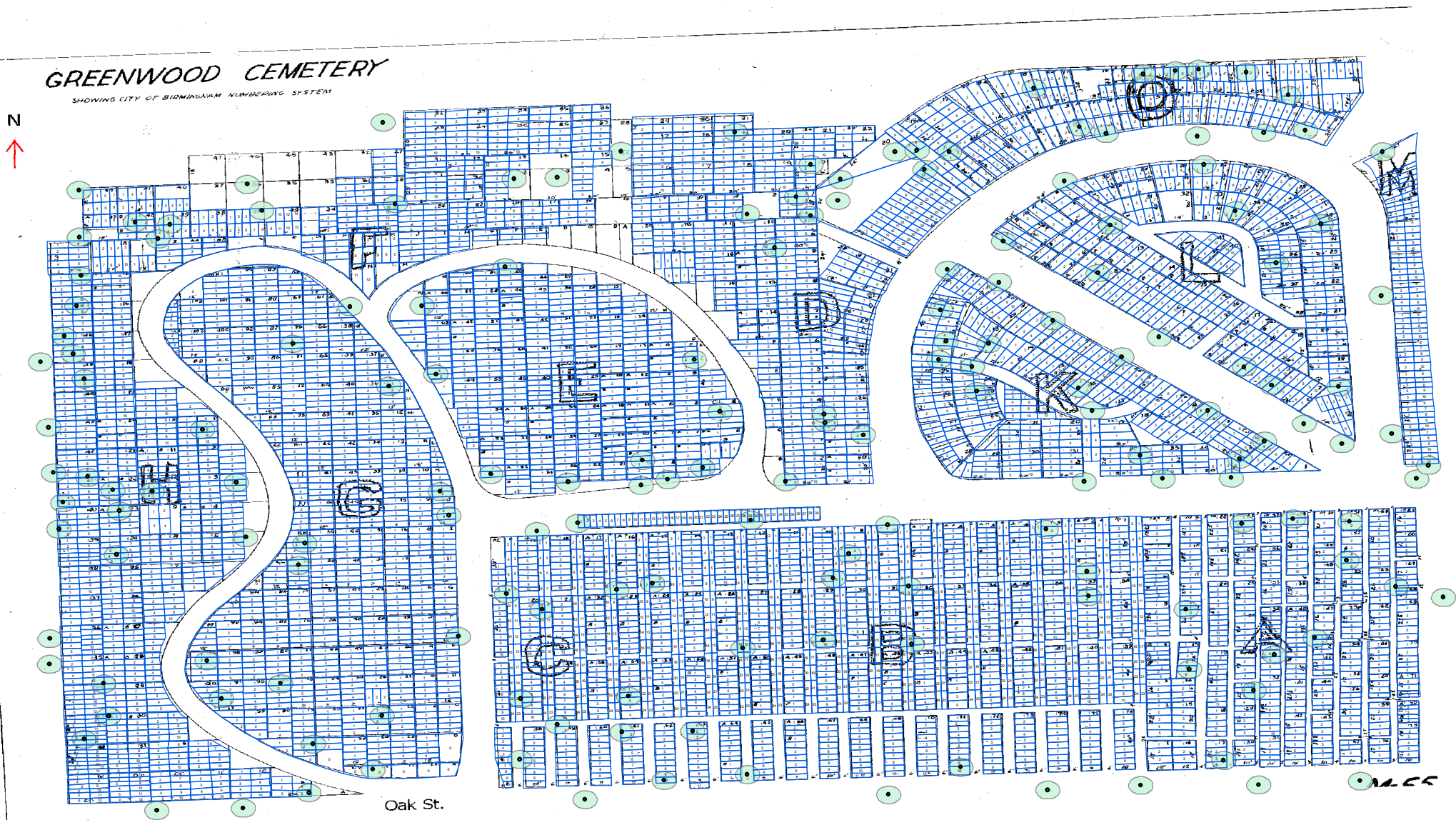
Removals vs. Plantings since 2017:

In 2017, 6 Oak trees were planted along the Oak street right of way, between the decorative fence and the street. In 2019, 3 Maples were planted near or around the Section A area.

Since 2017, there have been 4 Removals. 2 dead or dying, 1 because of storm damage, and 1 due to the proximity of a burial.

I look forward to our continued collaboration to enhance and care for Greenwood Cemetery.

DRAFT



This map is a work in progress. Trees may be displaced 1-2 meters from their actual site due to GPS pins set with coordinates in the Tree Keeper database laid over this GIS map.



MEMORANDUM

Clerk's Office

DATE: January 20, 2021
TO: Tom Markus City Manager
FROM: Alexandria Bingham, City Clerk
SUBJECT: Consideration to Release Graves

INTRODUCTION:

On December 21, 2020 the City Commission authorized release of the following:

- 10 grave plots that were sold over the previous authorization limits
- a plot that was a pending sale for a family in need in Section B, lot 21-A
- 10 plots in Section C, row 19-A to be available for future inquiries

Although there are presently 10 plots available, there is a possibility that this limited inventory could be depleted in the coming months. To ensure that there are enough plots available to meet potential demand, the Greenwood Cemetery Advisory Board considered and approved a recommendation that the City Commission release 10 more graves in Section C at their January 8, 2021 meeting, with a vote of 5 ayes and 2 nays. The two nay votes came from board members who were concerned about the price of graves and how Greenwood is progressing towards reaching its financial goals.

BACKGROUND:

- 2015: 240 of the 530 potential grave plots were released.
- December 31, 2018: 199 of the 240 spaces had been sold.
- July of 2019: no action was taken to release more graves and the City Commission charged the Greenwood Cemetery Advisory Board with the duty of evaluating the current market price for cemetery plots
- August 16, 2019: the GCAB determined that \$3,000 was an appropriate price for graves at Greenwood Cemetery.

- December 7, 2020: the City Commission reviewed GCAB's recommendation to release 50 graves. The City Commission released 1 grave that had been sold in excess of the original 240 released and requested more detailed reporting on available graves in sections B & C.
- December 21, 2020: Museum Director Leslie Pielack and City Clerk Alexandria Bingham provided a detailed map and updated information relating to grave plot availability and activity in Greenwood Cemetery. The City Commission was concerned that graves to be released should be as far away from Section A as possible.
 - 11 graves that were sold or pending beyond the 2015 approved grave release were approved.
 - 10 additional graves in Section C, Row 19-A (furthest proximity from Section A, oldest area of cemetery) were made available for new sale inquiries.
- January 19, 2021: Cemetery Management Coordinator Cheri Arcome of Creative Collaborations, LLC confirmed that none of the 10 released graves in Section C, Row 19-A have sold yet but she is speaking with five families this week which could result in sales.

In light of the high level of interest in grave purchases at present, the currently available 10 grave plots may be depleted soon, leaving no options for persons and families in search of a final resting place at Greenwood Cemetery.

LEGAL REVIEW:

None.

FISCAL IMPACT:

For each plot sold in Greenwood Cemetery, \$3,000 is deposited in the Greenwood Cemetery Perpetual Care Fund (Fund). The purpose of the Fund is to account for the investment earnings on the sale of City-owned plots, and donations, which will be used for the perpetual care and maintenance of the cemetery. Estimated basic annual maintenance costs (lawn, forestry, snow removal, etc.) for Greenwood Cemetery are \$60,000.

Under the current allocation of the portfolio, which is intended to generate income and growth, an additional 385 graves would need to be sold at this price to reach the portfolio target size of \$2 million in order to generate sufficient income to pay for basic annual maintenance. Currently there are 187 identified as available for sale.

The portfolio's ending fund balance on November 30, 2020, was \$929,235, December data will be available for the February GCAB meeting due to the statement cycles of Fidelity and Vanguard.

Continued grave sales are necessary to help the city approach its financial goals for Greenwood Cemetery, although other means of building the fund balance could be explored. The GCAB will be investigating the issue of pricing, feasibility of using Ground Penetrating Radar to identify additional grave sites, and the long-term management of the cemetery in its upcoming meetings to provide additional recommendations to the City Commission.

SUMMARY

Due to the depletion of available grave plots over the past five years and continued interest in ongoing grave sales, a release of additional grave plots is recommended. Adjustments have been made to data regarding recent sales and available grave plots remaining, which are located only in Sections B and C. Releasing additional graves in the west end of Section C will make more sites available, while limiting new sales to the area of furthest proximity to historic Section A.

ATTACHMENTS:

1. GCAB Draft Minutes, January 8, 2021.
2. Maps, Greenwood Cemetery and Graves Sold/Available

SUGGESTED RESOLUTION:

To recommend that the City Commission authorize the release of 14 plots available in Section C, Row 18-A for sale in Greenwood Cemetery. Furthermore the City Commission directs the Greenwood Cemetery Advisory Board to evaluate the grave site pricing and return with recommended changes prior to any further release.

GREENWOOD CEMETERY ADVISORY BOARD
MEETING MINUTES
Friday, January 8, 2021, 10 A.M.
VIRTUAL MEETING

I. CALL TO ORDER

Linda Buchanan, Chair, called the meeting to order at 10:01 A.M.

II. ROLL CALL

Present: Chair Linda Buchanan (location: Birmingham, MI)
Pam DeWeese (location: Birmingham, MI)
Linda Peterson (location: Birmingham, MI)
Margaret Suter (location: Birmingham, MI)
George Stern (location: Birmingham, MI)
Joseph Vercellone (location: Rochester, MI)
Laura Schreiner (location: Birmingham, MI)

Administration: City Clerk Alex Bingham; Museum Director Leslie Pielack

Guests: None

III. APPROVAL OF THE MINUTES

A. Approval of meeting minutes of November 6, 2020

MOTION: by Suter, seconded by Peterson:

To approve the minutes of November 6, 2020.

VOTE: Yeas, 7
Nays, 0
Recused, 0

IV. UNFINISHED BUSINESS

A. Clarification on Ground Penetrating Radar

- Members expressed desire to elaborate on the GPR memo before presenting it to the City Commission
- City Clerk will bring the report back to Greenwood Cemetery Advisory board for further review.

B. Recommendation to the City Commission for Grave Release

- Members expressed concern about reaching the cemeteries financial goals if more graves are released with the current price of \$3,000 per grave.
- Members also noted the importance of making sure options were available to persons interested in purchasing a grave.
- It was noted that there would need to be space reserved in the cemetery for future tree planting and landscaping needs.

MOTION: by Stern, seconded by DeWeese:

To recommend that the City Commission authorize the 14 plots available in Section C, Row 18-A for sale.

VOTE: Yeas, 5
Nays, 2 (Suter & Peterson)
Recused, 0

V. NEW BUSINESS

None.

VI. REPORTS

- A.** Members reviewed financial information provided by City Clerk.
The portfolio's ending fund balance on November 30, 2020, was \$929,235, December data will be available for the February GCAB meeting due to the statement cycles of Fidelity and Vanguard.
- B.** Members reviewed sales activity and burial activity provided by the Clerk and provided feedback on statistics that were important to track.

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

There were no public comments.

VIII. BOARD COMMENTS

Linda Peterson expressed the need to reevaluate the sale price of graves to meet financial goals.

Pam DeWeese expressed the need to examine the current rules and regulations and how that information is distributed to cemetery visitors.

Linda Buchanan expressed the need to plan and reserve space for future tree planting in the cemetery.

IX. ADJOURN

Ms. Buchanan noted that the next meeting will be February 5, 2021, at 10:00 AM virtually, and adjourned the meeting at 11:45 AM.

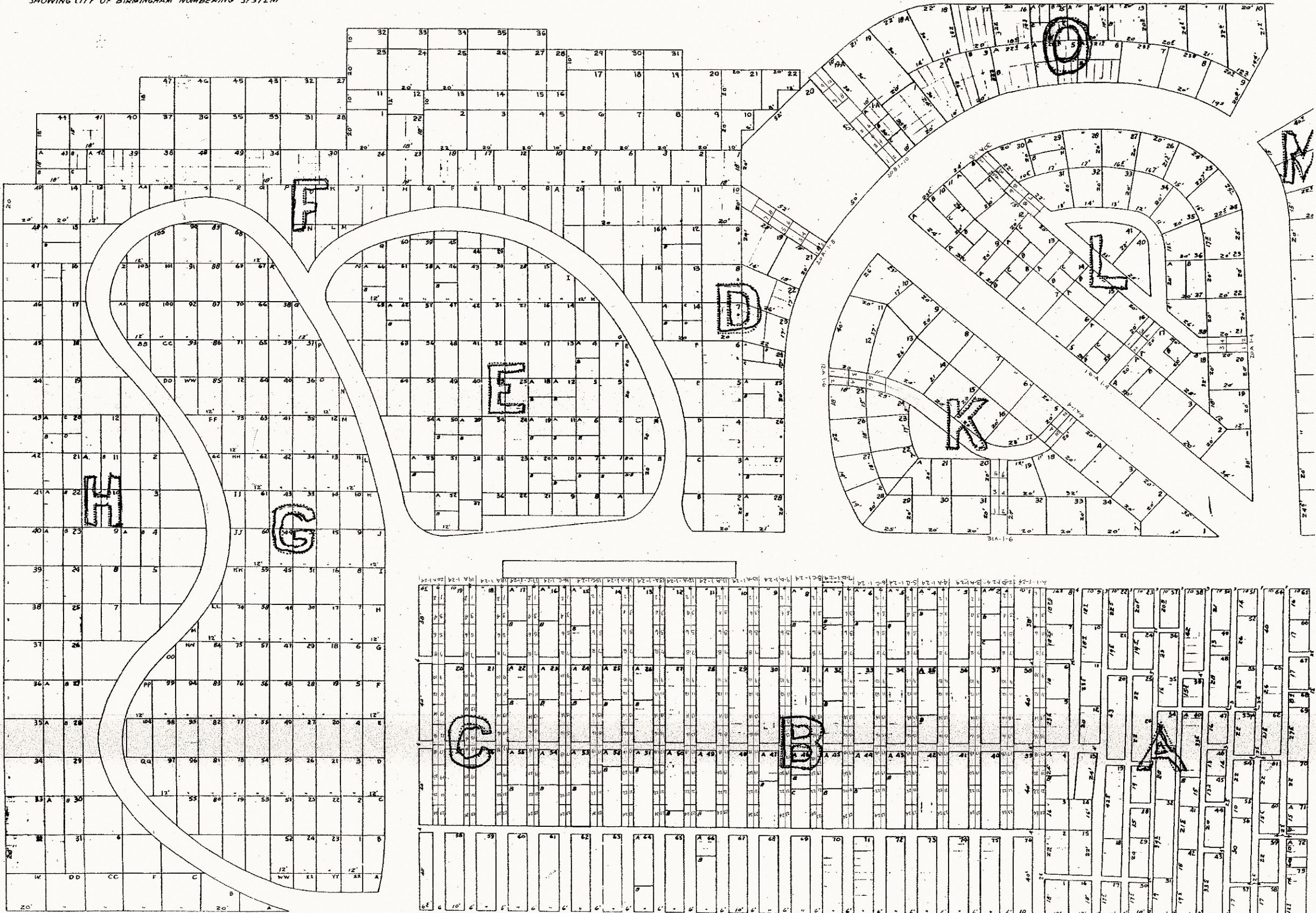
Next Meeting: February 5, 2020, 10:00 AM (virtual).

DRAFT

GREENWOOD CEMETERY OVERVIEW

GREENWOOD CEMETERY

SHOWING CITY OF BIRMINGHAM NUMBERING SYSTEM

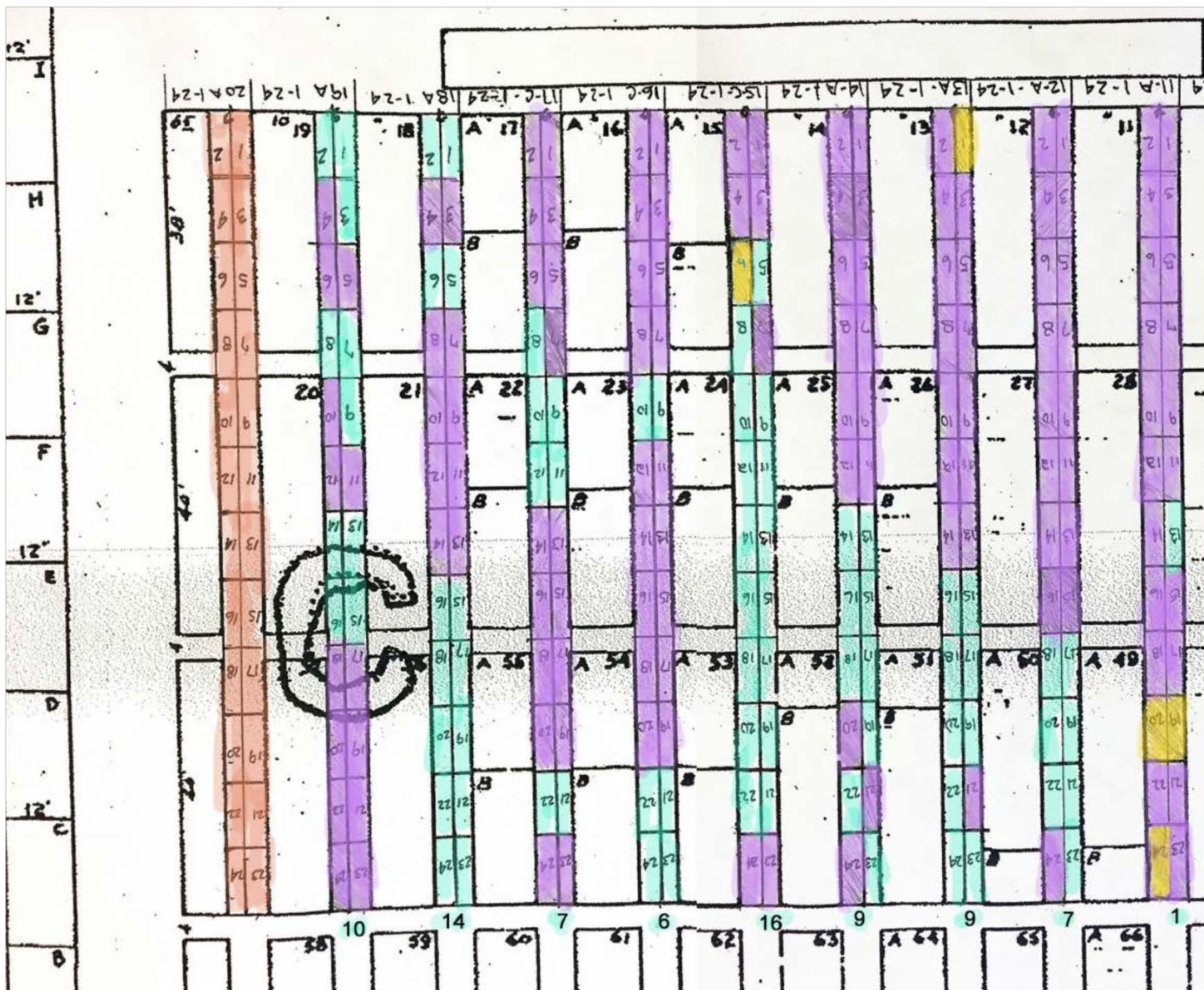


Oak St.

GREENWOOD CEMETERY GRAVES STATUS – Lots B and C

As of **December 15, 2020**, 187 grave plots are available in both B and C. No grave plots are available for sale to the public in any other section of the cemetery.





Detail, Section C
and Section B West

Number of available
graves shown at bottom
of rows

Nays, None

- B. Resolution approving the warrant list, including Automated Clearing House payments, dated January 13, 2021, in the amount of \$6,902,069.88.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated January 20, 2021, in the amount of \$1,403,493.75.
- D. Resolution to set February 22, 2021 as the public hearing date for the Program Year 2021 Community Development Block Grant Program.

01-011-21 (Item A) City Commission Minutes of January 11, 2021

Commissioner Hoff noted a sentence was erroneously duplicated in the minutes. The sentence read "Commissioner Hoff complemented CP Dupuis' letter to residents." She said the sentence should remain on page five and should be struck from page ten.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Sherman:
To approve the City Commission meeting minutes of January 11, 2021.

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

Nays, None

VI. UNFINISHED BUSINESS

01-012-21 Greenwood Cemetery Grave Release

City Clerk Bingham reviewed the item.

Commissioner Hoff spoke in favor of determining whether originally plotted but unused graves in sections D-M might be available for reclamation. She expressed concerns that the continued addition of graves to sections B and C was having a congestive effect on the historic nature of the sections and landscaping and beautification efforts.

Commissioner Host concurred with Commissioner Hoff's that the City should determine what graves might still be available in sections D-M and then proceed accordingly.

MOTION: Motion by Commissioner Host, seconded by Mayor Pro Tem Longe:
To authorize the release of 14 plots available in Section C, Row 18-A for sale in Greenwood Cemetery. Furthermore the City Commission directs the Greenwood Cemetery Advisory Board to evaluate the grave site pricing and return with recommended changes prior to any further release.

Public Comment

In reply to Andrew Haig, City Clerk Bingham confirmed that Greenwood Cemetery can accommodate up to three cremated remains in one grave plot and smaller numbers of cremated remains in smaller or more irregularly-shaped grave plots.

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

Nays, None

01-013-21 Parking at The Pearl

City Planner Cowan summarized the item.

DATE: March 16, 2021

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Grave Pricing for Greenwood Cemetery

INTRODUCTION:

- At the January 25, 2021 City Commission Meeting a resolution was passed by a 7-0 vote for the suggested grave site release of the 14 graves in Section C, row 18-A. Within that resolution the City Commission also charged the GCAB with the duty of evaluating the current grave prices and providing the Commission with a recommendation before the next release of graves.
- The Greenwood Cemetery Advisory Board has been highly motivated to evaluate and bring this issue to the City Commission. Increasing grave prices would assist GCAB with their financial goals for the Perpetual Care Fund, which would allow for the Historic Greenwood Cemetery to make progress towards being able to cover the cost of standard maintenance and operations with less of an impact on the tax payers of the community.
- GCAB spent significant time thinking about and discussing the matter at the meetings held on February 5, 2021 and March 5, 2021.

BACKGROUND:

- In July 2019 the Greenwood Cemetery Advisory Board evaluated grave prices and recommended keeping the price per plot at the current rate of \$3,000. At that price point even if all remaining available graves are sold at the rate of \$3000 per space, the Greenwood Cemetery's Perpetual Care Fund would not reach its financial goal.
- The GCAB took into consideration three different rates for the available plots and considered the pros and cons of each rate. The rates were: \$3000/space, \$4000/space & \$5,000/space, based on the sale of 175 plots.
- At the February 5, 2021 meeting it was evident that the GCAB had many ideas about grave pricing that needed to be organized. City Clerk Bingham then created homework sheets for the board members to complete prior to the March meeting. This assignment allowed for the creation of a combined summary on GCABs thoughts and recommendations on grave pricing.
- At the March 5, 2021 meeting the GCAB examined the cumulative responses of their homework and were able to solidify their recommendation for the commission.
- After weighing the pros and cons GCAB decided to support increasing the grave prices to \$4,000.
- Further GCAB considered when the increase should be effective. The consensus was for the increase to be effective immediately. Board Member Schreiner offered the idea of making a later effective date for the grave price, but the rest of the board supported the increase effective immediately for the contributions to the Perpetual Care Fund.

- The idea of a later effective date for grave price increase, such as April 1, 2021, was also supported in a later discussion with the City Clerk by Cheri Arcome of Creative Collaborations, the Cemetery Management Contractor.

LEGAL REVIEW:

- None

FISCAL IMPACT:

- The Greenwood Cemetery Advisory Board is interested in the goal of achieving a perpetual care fund balance of \$2,000,000 so that the cemetery can be more self-sufficient when it comes to providing the funds for basic maintenance and care of the grounds. However the demand, and quality of product must also be taken into consideration as well as the price of plots at nearby/comparable cemeteries. Even with the most aggressive increase the Perpetual Care Fund may not reach its goal of \$2M.

*Based on the sale of 175 plots.

Unit Price	Contributions	Current Balance	Projected Balance	Goal	Difference
\$3,000.00	\$525,000.00	\$922,431.25	\$1,447,431.25	\$2,000,000.00	(\$552,568.75)
\$4,000.00	\$700,000.00	\$922,431.25	\$1,622,431.25	\$2,000,000.00	(\$377,568.75)
\$5,000.00	\$875,000.00	\$922,431.25	\$1,797,431.25	\$2,000,000.00	(\$202,568.75)

PUBLIC COMMUNICATIONS:

- GCAB virtual meeting notices & agendas have been posted regularly on the City's website. There haven't been any members of the public attending or making public comment at the GCAB meetings.
- Cheri Arcome of Creative Collaborations did communicate that a few more people have been reaching out to her lately with concerns and to inquire about available grave spaces before the increase takes effect. Arcome also stated that another grave release will be needed in the very near future. The limited availability of graves has been a deterrent to some recent sales inquiries.

SUMMARY

- The GCAB has the greatest support towards the increase of Greenwood Cemetery grave prices to \$4000, but would like the Commission's thoughts on maintaining the price of \$3000 or a more aggressive increase to \$5000. The GCAB also wishes to gain insight on how important the perpetual care fund balance goal of \$2M is to the Commission to help GCAB align their priorities.

ATTACHMENTS:

- GCAB DRAFT Minutes from March 5, 2021.
- March 5, 2021 GCAB Grave Price Agenda Packet Documents
- Excerpt from the 2021 Fee Schedule, City Clerk's Office, Greenwood Cemetery

SUGGESTED RESOLUTION:

- To increase the price of the plots in Greenwood Cemetery that accommodate one full burial or up to 3 cremains from \$3000 to \$4000 effective immediately upon passage by the Commission, and for the new rate to be applicable to all currently released graves and future grave releases.

Greenwood Cemetery Advisory Board
Meeting Minutes
Friday, March 5, 2021, 10 A.M.
Virtual Meeting

I. CALL TO ORDER

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

II. ROLL CALL

Present: Chair Linda Buchanan (location: Birmingham, MI)
Pam DeWeese (location: Birmingham, MI)
Linda Peterson (joined 10:05 a.m.)(location: Birmingham, MI)
Laura Schreiner (location: Birmingham, MI)
George Stern (location: Birmingham, MI)
Margaret Suter (location: Birmingham, MI)

Absent: Joseph Vercellone

Administration: City Clerk Alexandria Bingham; Museum Director Leslie Pielack

Guests: None

III. APPROVAL OF THE MINUTES

A. Review of the Minutes of February 5, 2021

MOTION: by DeWeese, seconded by Suter:

To approve the minutes of February 5, 2021.

VOTE: Yeas, 7
Nays, 0

IV. UNFINISHED BUSINESS

A. Grave Pricing Evaluation and Recommendation

City Clerk Bingham reviewed the item.

The GCAB concurred that City Clerk Bingham should submit the spreadsheet containing the GCAB's comments and considerations to the City Commission as part of the grave pricing evaluation and recommendation agenda item.

MOTION: by Shriner, seconded by Stern:

To recommend the Commission authorize changing the grave prices in Greenwood Cemetery to \$4,000 based on the supporting documentation which shall be included in the GCAB's report to the Commission, and to present all pricing options to the Commission.

VOTE: Yeas, 6
Nays, 0

Some Board conversation ensued about when they would recommend the resolution go into effect.

Chair Buchanan said increasing the price immediately upon approval by the Commission would allow the City to increase its contribution to the perpetual care fund.

Ms. Shriner said she would recommend making the price increase effective 30 days after approval by the Commission in case there are sales being negotiated at the current price.

The majority of the GCAB concurred with Chair Buchanan.

MOTION: by Suter, seconded by Peterson:

To include the condition that the price increase would be effective immediately upon passage by the Commission and applicable to all currently released graves and future grave releases.

VOTE: Yeas, 5
Nays, 1 (Shriner)

B. Review of Greenwood Cemetery Rules & Regulations

V. NEW BUSINESS

None.

VI. REPORTS

- A. Financial Reports
- B. Cemetery Sales & Activity
- C. Clerk's Office Update
- D. City Managers Report (January)

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

There were no public comments.

VIII. BOARD COMMENTS

IX. ADJOURN

Ms. Buchanan adjourned the meeting at 11:42 AM.

Next meeting: April 9, 2021

DATE: February 26, 2021

TO: Greenwood Cemetery Advisory Board

FROM: Alexandria Bingham, City Clerk

SUBJECT: Grave Price Evaluation and Recommendation Memo

INTRODUCTION:

- At the January 25, 2021 City Commission Meeting a resolution was passed by a 7-0 vote for the suggested grave site release of the 14 graves in Section C, row 18-A. Within that resolution the City Commission also charged the GCAB with the duty of evaluating the current grave prices and providing the Commission with a recommendation before the next release of graves.
- GCAB is highly motivated to evaluate and bring this issue to the City Commission due to the financial goals for the Perpetual Care Fund which would allow for the Historic Greenwood Cemetery to make progress towards being able cover the cost of standard maintenance and operations with less of an impact on the tax payers of the community.

BACKGROUND:

- In July 2019 the Greenwood Cemetery Advisory Board evaluated grave prices and recommended to keep the price per plot at the current rate of \$3,000. If all remaining available graves are sold at the rate of \$3000 pre space the Greenwood Cemetery's Perpetual Care Fund would not reach its financial goal.

LEGAL REVIEW

- Not yet obtained.
- The Greenwood Cemetery Operational Procedures and Regulations will be adjusted in accordance with any decision made by the Commission.

FISCAL IMPACT

- The Greenwood Cemetery Advisory Board is interested in the goal of achieving a perpetual care fund balance of \$2,000,000 so that the cemetery can be more self-sufficient when it comes to providing the funds for basic maintenance and care of the grounds. However the demand, and quality of product must also be taken into consideration as well as the price of plots at nearby/comparable cemeteries.

*Based on the sale of 175 plots.

Unit Price	Contributions	Current Balance	Projected Balance	Goal	Difference
\$3,000.00	\$525,000.00	\$922,431.25	\$1,447,431.25	\$2,000,000.00	\$552,568.75
\$4,000.00	\$700,000.00	\$922,431.25	\$1,622,431.25	\$2,000,000.00	\$377,568.75
\$5,000.00	\$875,000.00	\$922,431.25	\$1,797,431.25	\$2,000,000.00	\$202,568.75

PROCESS

- The City Clerk's office will provide information to GCAB to consider.
- GCAB will weigh the pros and cons of the proposed increases, how a change may affect the market and make a decision in the best interest of the Cemetery, City & its constituents.
- GCAB will finalize their recommendation for the City Commission to review.

ATTACHMENTS:

- GCAB Members cumulative responses on homework assigned from the February meeting.
- Current Grave Purchase Comparison
- August 2019 Grave Price Report
- August 16, 2019 GCAB Minutes
- CRAINS October 2020 article on Cremation becoming the "norm"

SUGGESTED RESOLUTION:

To direct the City Clerk to finalize a report with the recommendations of the Greenwood Cemetery Advisory Board on grave pricing to the Commission for a final decision on current grave prices for the Historic Greenwood Cemetery.

DRAFT RESOLUTION TO THE COMMISSION:

To recommend that the City Commission:

- A. Resolution to retain the current grave prices at \$3,000 per grave
OR
- B. Resolution to increase the purchase price to \$4,000 per grave
OR
- C. Resolution to increase the purchase price to \$5,000 per grave

Cemetery Grave Pricing Evaluation – GCAB Homework - Complete Collaboration of GCAB Members

REMEMBER NOT TO SHARE YOUR THOUGHTS WITH ANYONE UNTIL THE NEXT PUBLIC GCAB MEETING

*Return your thoughts to **Alex only** at your earliest convenience

*Data calculated by the sale of 175 plots

Option	Price per unit	Contributions to Perpetual Care Fund	Projected Balance of Perp Care Fund (without calculating interest)	Difference from the 2M goal
A	\$3000	\$525,000	\$1,447,431	\$552,569
B	\$4000	\$700,000	\$1,622,431	\$377,569
C	\$5000	\$875,000	\$1,797,431	\$202,568
Option A		Option B		Option C
Potential Positive Impacts <ul style="list-style-type: none">Competitive with area plotsLower cost will help drive quantity of salesGivenStatus QuoNo changeIt is in keeping with local cemetery pricing, particularly with the restrictions (both the marker restrictions and the resale restrictions) are considered.Price can still be adjusted upward.Highly AffordableA would keep graves most accessible to more people		Potential Positive Impacts <ul style="list-style-type: none">Slightly higher than comparable plots in the area, but not unreasonableHigher cost reflects exclusivity of cemeteryHelps better build our Perpetual Care FundHigher % of funds toward self-sustainability = higher % of interest =greater % of expenses the cemetery can payNot big difference produce high fundsThis gets the contributions into the Perpetual Care Fund closer to the mark, but still somewhat in alignment with local pricing.Price can still be adjusted upward.Very affordableFewer years needed to reach self-sustainability for the cemeteryLess need to push sales to reach goalsAllows for potential plot availability for future residentsB strikes a balance between raising additional funds and making the graves accessible. It keeps us more in line with other cemeteries.The amount may be increased in the future.		Potential Positive Impacts <ul style="list-style-type: none">Greatest impact of raising perpetual care fundsHigher % of funds toward self-sustainability=higher% In interest earned yields greater % of expenses the cemetery can payCloser to fundsGets more from each sale into the Perpetual Care Fund.We wouldn't have to reconsider the price for a longer time.Slightly expensive compared to other cemeteries in the area, but far less than the prices that were paid during the years of private sales of plotsReach our sustainability goal very quicklyLess need to push sales to reach goalsFewer sales can cut overhead expenses for sales personAllows for potential plot availability for future residentsC brings us closest to our two million dollar goal.It would be the fee for the foreseeable future since it is already somewhat out of line with other cemeteries.
Potential Negative Impacts <ul style="list-style-type: none">Limits our ability to increase Perpetual Care FundsMay sell more plots for ultimately least net profitDiminishes the exclusivity of cemetery; given the history, charm and importance to the city, shouldn't it be harder to acquire a plot?Less money in endowment fund =less interest=less % cemetery can contribute to expensesLess money in endowment fund = less interest=less % the cemetery can contribute to expensesNo gain in fundsDepending on market conditions and demands, we may have to review both the price and release of grave sites more frequently.We may need to look to other options to fund the Perpetual Care Fund or never have the Greenwood Cemetery become fully self sufficient (even with the 2mil funding, we don't have a guarantee that the fund will always be self sufficient/there not be partial reliance on General funds to support the CemeteryMany years to reach goal incurring long term salary expenses for sales person orMust sell all remaining plots quickly to reach the goal for self-sustainability in a timely fashion leaving nothing left for future BirminghamitesQuick sales mentality could incur expenses such as fees for advertising outside of the local areaA would not increase the accumulation of funds necessary to reach the \$2 million goal.		Potential Negative Impacts <ul style="list-style-type: none">Still short of allowing us to generate maximum Perpetual Care FundsIncreased price may deter some from buying plots in GreenwoodRise in price of \$1000 but if potential customers can pay \$3000 a \$1000 increase is not unreasonable\$1000 differenceDepending on market conditions and demands, we may have to review both the price and release of grave sites more frequently.Several years to reach goals<u>B</u>, obviously, will not raise as much money as C but more than A.		Potential Negative Impacts <ul style="list-style-type: none">Price would be highest in the areaFar fewer sales will likely occur at the price pointRise in price of \$2000Too highSales may slow downFor the services offered, this may be a bad PR move for Birmingham.If sales really slow down, it is harder/bad PR to lower the price in the near future.Fewer salesC is at the high end of the local market. The price makes the graves less accessible and could reduce demand when we are dependent on sales to reach our fund goal.

Which option are you in favor of and why?

Greatest support to \$3000

A-\$3000 as it is more in keeping with the current local market for the product offered. This could be used as a favorable PR move if we choose to try to have an article written about the cemetery and include the pricing; a significant price increase would more likely than not be seen as bad PR and would probably get press even if we didn't want it. Again, this does not restrict a price change in the future. Also, we can look at other ways to add to the Perpetual Care Fund. Remember, the 2million is a goal – there is no surety that even if that mark is reached the income from the Fund will result in the cemetery always being self-sufficient.

With regard to price, I am comfortable at the current level, but I could move up to \$4,000 if that was the general consensus.

Greatest Support to \$4000

Given the location of the cemetery, the historical importance to the city, the charm of the surroundings, and competitive analysis of similar cemeteries in the area, Greenwood should increase plot costs to \$4,000. The amount underscores the exclusivity of the cemetery without drastically deterring sales and will allow us to get closer to the Perpetual Care Funds desired.

\$4000-B Raise in price of \$1000 but not an unreasonable price hike. Commission has already raised full burial fees from \$1200-\$1400. Rising prices (inflation) is a day to day reality. Also many families at Greenwood have spent \$4000-\$5000 on monuments alone, not including the previously purchased grave site.

\$4000-B Fair

Having said all of that, Option "B" sale price \$4,000 will probably continue to encourage sales and get us to the \$2M goal. That is the price I'm in favor of and anticipate that the finance department will invest appropriately so we can quickly meet the goal they've set.

Greatest Support for \$5000

I propose that the \$5,000 sale price is what Birmingham needs to charge given the recent "accurate" number of plots available and the perpetual fund goal that was given the cemetery Board by the Finance Dept. Also, \$5,000 was the minimum sale price offered by the private sale sellers.

Local Cemetery Comparisons:

Cemetery Name	Price Per Grave	Clusters of 2-4 graves next to each other	Cremation or Casket	Monument
Oakview- Royal Oak	\$2,995 - \$3,495	Yes they have clusters of 2-4	Maximum of 1 casket and 2 cremations	Need 2 graves for a monument. Flat monument is no extra charge but upright monument is an additional \$500 per grave due to easement
St Hugo of the Hills Columbarium <i>Bloomfield Hills</i>	\$4,000 - 1 urn \$5,000 - 2 urn "companion" niche	n/a - no gravesites, ground burials or caskets. Multiple adjacent niches available	Cremations only	None. Cremains are housed in a series of niches built into stone walls along connected pathways. Each niche is 11"x11"x17" deep and can hold 1 or 2 urns. Name and years of birth and death in bronze letters on niche front.
Holy Sepulchre	\$1,995 - \$5,000 depending on the section	Yes the have clusters of 2, 4 & 6	Maximum of 1 casket and 5 cremations in one grave	Monuments can be upright or flat. Have to have a minimum of 2 graves for monument
Roseland Park Cemetery <i>Berkley</i>	\$2,295 - \$3.795	Yes - anything from 2-6	Maximum1 casket + 1 cremation per gravesite	Flat or upright monuments depending on the section. Upright monument requires at least two gravesites.

Information collected 1/29/2021



MEMORANDUM

City Clerk's Office

DATE: August 9, 2019
TO: Greenwood Cemetery Advisory Board
FROM: J. Cherilynn Mynsberge, City Clerk
SUBJECT: Recommendation to City Commission on Cemetery Plot Pricing

On July 8, 2019, the City Commission considered the GCAB's recommendation to release 60 additional cemetery plots for sale. The Commission took no action on the recommendation. Following discussion the Commission asked that the GCAB study the market price of cemetery plots and make a recommendation on what the price of Greenwood Cemetery plots should be.

Additionally, the Commission asked that the GCAB evaluate and make a recommendation on whether or not additional plots in Sections B & C should be sold.

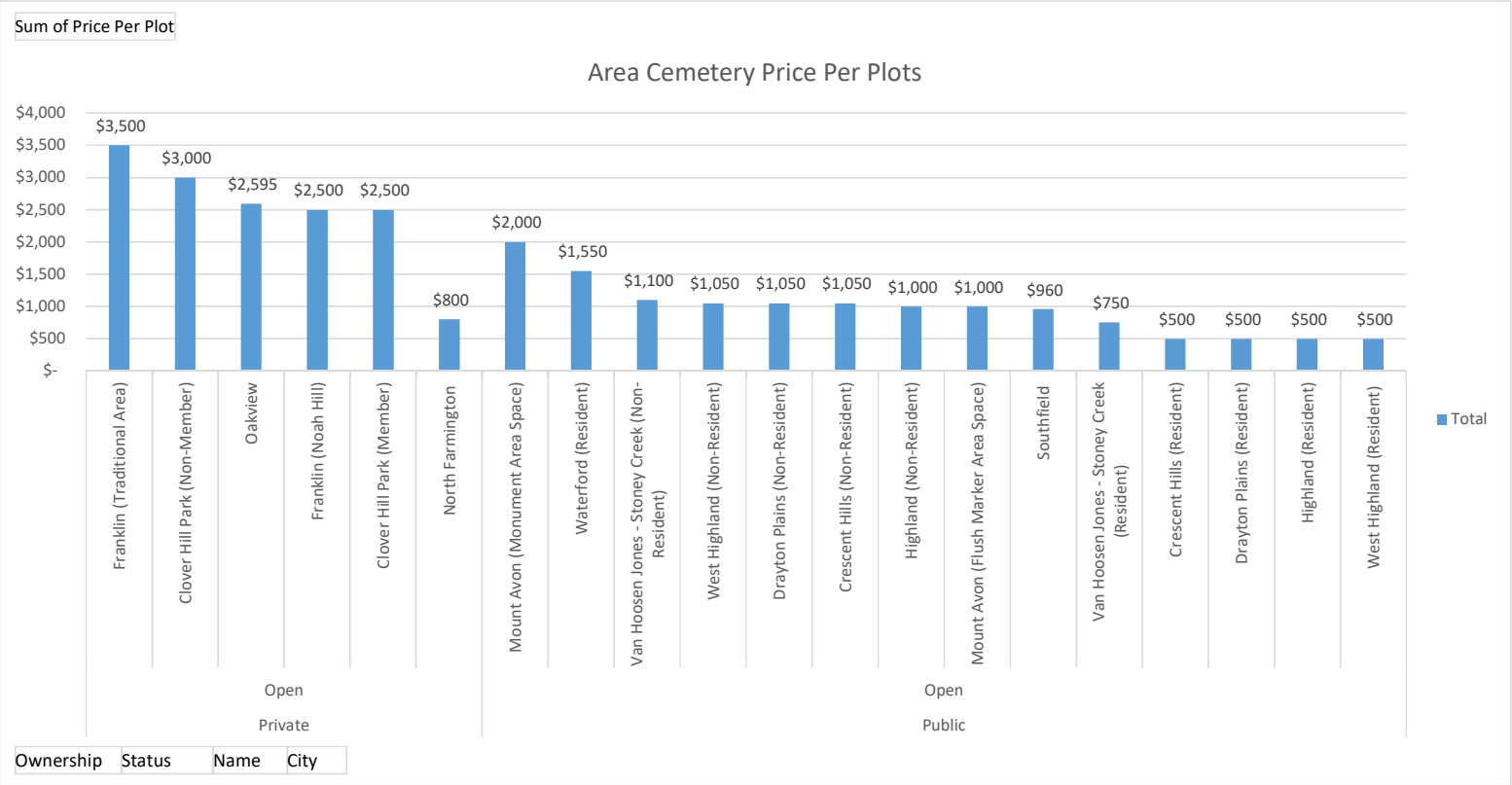
On the issue of market price, the Assistant to the City Manager, James Gallagher conducted a survey of cemeteries in Oakland County and presented his findings in the attached data worksheet and graph. This data should assist you in evaluating the current market price for cemetery plots.

Also attached is an excerpt from the minutes of the July 8, 2019 City Commission meeting detailing the Commission's discussion.

Name	Address	City	Ownership	Telephone #	Contact Person	Dimensions (acreage)	Historic Designation(s)	How Many Plots Total	How Many Spots Left	Sold	Price Variable	Price Per Plot	How Many Cremitaory Remains 1 Plot	Mngt Services	Sales Staff	Status
White Chapel Memorial Park	621 W. Long Lake Rd	Troy	Private	248-362-7693	Steve (Supt.) - left v/m	200 acres						N/A				Didn't Respond
					Ashley (Sales Mngr.)								4 human remains in 1 plot (Requires 2,3,4 rights of internments to be purchased) allow benches above ground to add 4 people in bench			
Oakview	1032 N. Main	Royal Oak	Private	248-541-0139		94 acres	No	59,000 people currently burried	10 acres	Not Public Info	Range	\$ 2,595		Internally	Internally	Open
Acacia Park	31300 Southfield Rd	Beverly Hills	Private	248-646-4228	Sales Mngr. out had a heart attack, spoke with Betty							N/A				Didn't Respond
Roseland Park	29001 N. Woodward	Berkley	Private	248-541-1154	(Ikera?) Contact out of office until Aug. 1	135	Yes					N/A				Didn't Respond
Franklin (Noah Hill)		Franklin	Private	248-200-9493	Steve Bancroft (Cemetary Dir.) cell: 313-570-1811	7	Yes	6,000	about 800	N/A	Noah Hill	\$ 2,500	3 remains per plot	Yes - Huron Cemetary Maitenance (sexton) all burials done by them	Steve (not looking for more work)	Open
Franklin (Traditional Area)		Franklin	Private	248-200-9494	Steve Bancroft (Cemetary Dir.) cell: 313-570-1812					N/A	Traditional Section	\$ 3,500				Open
Clover Hill Park (Member)	2425 E. Fourteen Mile	Birmingham	Private	248-723-8884	Vickie Straitz	60-65	No	26,000	6,500	5,000	Member	\$ 2,500	1 invid. Remains only in designated creamtion area	internment charge \$4,000 (lowering, tent, flowers in perpetuity, etc)	executive sales director handles all sales	Open
Clover Hill Park (Non- Member)	2426 E. Fourteen Mile	Birmingham	Private								Non-Member	\$ 3,000				Open
Royal Oak Cemetary		Royal Oak	Public	248-246-3300	Deann Morris (DPS/Recreation Clerk)	N/A	No	N/A	N/A			N/A	No Policy	In House	In House	Didn't Respond
Ottawa Park	6180 Dixie Hwy	Pontiac	Public	248-623-7705	Melissa	60-80	No					N/A				Didn't Respond
Oak Hill	216 University Dr	Pontiac	Public	248-623-7705	Melissa	~ 200	Yes					N/A				Didn't Respond
Southfield	Civic Center Dr. between Lasher/ Berg	Southfield	Public	248-796-4630	John Thompson/ Kevin Frantz	10	Yes	1,000	300	N/A		\$ 960	No Policy	In House	In House	Open
Highland (Resident)		Highland Twp	Public	248-887-6700	Mike Willenburg	13.35	No	6600	337	1,937	Resident	\$ 500	up to 4 for cremationed remains per plot or 1 burrial and 3 remains on top	Mike Willenburg	Mike Willenburg	Open
Highland (Non- Resident)		Highland Twp	Public								Non-Resident	\$ 1,000				Open

West Highland (Resident)		Highland Twp	Public	248-887-6700	Mike Willenburg (Sexton) Tammy (Clerk)	3.75	Yes	2750 (1234)	297	1,219	Resident	\$ 500	up to 4 for cremationed remains per plot or 1 burrial and 3 remains on top	Mike Willenburg	Mike Willenburg	Open
West Highland (Non-Resident)		Highland Twp	Public								Non-Resident	\$ 1,050				Open
Crescent Hills (Resident)		Waterford Twp	Public	248-618-7437	Mary	10.67	No	2,964	1,364	1,600	Resident	\$ 500	1 traditional burial with 1 additional "cremains"	Internal Staff	Internal Staff	Open
Crescent Hills (Non-Resident)		Waterford Twp	Public								Non-Resident	\$ 1,050				Open
Waterford (Resident)		Waterford Twp	Public	248-618-7437	Mary	2.37	In Process	945	26	919	Resident	\$ 500	1 traditional burial with 1 additional "cremains"	Internal Staff	Internal Staff	Open
Waterford (Resident)		Waterford Twp	Public								Non-Resident	\$ 1,050				Open
Drayton Plains (Resident)		Waterford Twp	Public	248-618-7437	Mary	4.98	In Process	1,921	673	1,248	Resident	\$ 500	1 traditional burial with 1 additional "cremains"	Internal Staff	Internal Staff	Open
Drayton Plains (Non-Resident)		Waterford Twp	Public								Non-Resident	\$ 1,050				Open
Van Hoosen Jones - Stoney Creek (Resident)	Tienken & Sheldon	Rochester Hills	Public	248-652-4713	Calvin Leach (Sexton) Laura Douglas (Records Clerk)	16.8	No	12,237	7,618	4,619	Resident	\$ 750	Traditional burial section: 4 cremains per space Traditional burial section w/ traditional burial: 2 cremains on top	Calvin Leach (internal staff)	Calvin Leach	Open
Van Hoosen Jones - Stoney Creek (Non-Resident)	Tienken & Sheldon	Rochester Hills	Public								Non-Resident	\$ 1,100				Open
Oakwood (Resident)		Farmington	Public	248-474-5500	Jen/ Chuck Shute (Dps)	6.7	No	850	No Plots Left only crypts	7 crypts	Resident	\$ 5,000	N/A	DPW	Clerks	Closed
Oakwood (Non-Resident)		Farmington	Public						No Plots Left only crypts		Non-Resident	\$ 9,000				Closed
Novi	25755 Novi Rd	Novi	Public	248-735-5611	Jeff Muck	2.4	No	948	No Plots Left	0		\$ -	N/A	N/A	N/A	Closed
Knapp	43005 Nine Mile Rd	Novi	Public	248-735-5611	Jeff Muck	0.5	No	87	No Plots Left	0		\$ -	N/A	N/A	N/A	Closed
North Farmington		Farmington	Private	248-887-6700	Mike Willenburg							\$ 800	1 grave plus 2 cremains or 3 cremains	Mike Willenburg	Mike Willenburg	Open
Mount Avon (Flush Marker Area Space)		Rochester	Public	248-651-90610	Jessica Wawrzynski		Yes				Flush Marker Area Space	\$ 1,000				Open
Mount Avon (Monument Area Space)		Rochester	Public								Monument Area Space	\$ 2,000				Open

Row Labels	Sum of Price Per Plot	
Private		
Open		
Franklin (Traditional Area)	\$	3,500
Clover Hill Park (Non-Member)	\$	3,000
Oakview	\$	2,595
Franklin (Noah Hill)	\$	2,500
Clover Hill Park (Member)	\$	2,500
North Farmington	\$	800
Public		
Open		
Mount Avon (Monument Area Space)	\$	2,000
Waterford (Resident)	\$	1,550
Van Hoosen Jones - Stoney Creek (Non-Resident)	\$	1,100
West Highland (Non-Resident)	\$	1,050
Drayton Plains (Non-Resident)	\$	1,050
Crescent Hills (Non-Resident)	\$	1,050
Highland (Non-Resident)	\$	1,000
Mount Avon (Flush Marker Area Space)	\$	1,000
Southfield	\$	960
Van Hoosen Jones - Stoney Creek (Resident)	\$	750
Crescent Hills (Resident)	\$	500
Drayton Plains (Resident)	\$	500
Highland (Resident)	\$	500
West Highland (Resident)	\$	500
Grand Total	\$	28,405



**GREENWOOD CEMETERY ADVISORY BOARD
MEETING MINUTES
FRIDAY, AUGUST 16, 2019 AT 8:30 AM
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

I. CALL TO ORDER

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

II. ROLL CALL

Present: Linda Buchanan, Vice Chairwoman
Darlene Gehringer, Chairwoman
Linda Peterson
Laura Schreiner
Margaret Suter

Absent: Kevin Desmond
George Stern

Administration: Administrative Transcriptionist, Verna Chapman and James Gallagher, Asst.
to the City Manager

III. APPROVAL OF MINUTES

A. Approval of meeting minutes of June 7, 2019

MOTION: Motion by Margaret Suter, seconded by Linda Buchanan:

To approve the minutes of June 7, 2019 as corrected:

- Page 3, Ms. Schreiner's comment was amended.
- Page 3, Amended to include Ms. Genringer's comment.
- Page 5, Amended to replace the word mom with mother.
- Page 7, Corrected by removing end parenthesis.
- Page 7, Corrected by removing a duplicate "nay".
- Page 8, Amended to replace Advisor Schreiner with Mrs. Schreiner.

VOTE: Ayes, 5
Nays, 0
Absent, 2

IV. NEW BUSINESS

A. Election of Chairperson

Chairperson Gehringer opened the floor to nominations for Chairperson.

Nominated by Margaret Suter, seconded by Laura Schreiner

To elect Darlene Gehringer chairperson of Greenwood Cemetery Advisory Board for one one-year term.

VOTE: Ayes, 5
Nays, 0
Absent, 2

B. Election of Vice Chairperson

Chairperson Gehringer opened the floor to nominations for Vice Chairperson.

Nominated by Margaret Suter, and seconded by Linda Peterson

To elect Linda Buchanan as Vice Chairman of the Greenwood Cemetery Advisory Board for one one-year term.

VOTE:	Ayes,	5
	Nays,	0
	Absent,	2

Ms. Peterson asked if there is a rule that governs attendance of board members; if so, how is it applied.

Ms. Gehringer referred the question to City Clerk Mynsberge (in absentia) who tracks the attendance of board members.

C. Approval of Request for Proposals (RFP) for Ground Penetrating Radar of Greenwood Cemetery.

Assistant to the City Manager Gallagher presented this item.

Chairperson Gehringer asked if the liability insurance of \$1,000,000.00, professional liability, and pollution liability of \$1,000,000.00, and owners/contractors protective liability of \$3,000,000.00 per occurrence was excessive.

Margaret Suter expressed that it is probably standard language to meet the City's requirements and advised the board to accept the limits outlined in the RFP. She went on to say that the board should only want to consider good solid companies that are not affected by the RFP requirements.

Laura Schreiner agreed with Ms. Suter and asked for a response from the City.

Assistant City Manager Gallagher stated that the language used was boilerplate language approved by the City's legal department to be used with any request for proposal. He further stated that pollution control and professional liability insurance limits could change depending on the type of service that would be provided. Mr. Gallagher agreed to verify the proposed limits.

Chairperson Gehringer referred to the City Clerk to review the limits and determine if adjustments should be made. She expressed that she does not want the bid to fail because insurance limits were a factor.

Linda Buchanan asked how long would the RFP stay out for bid.

Margaret Suter noted that there were no dates on any of the documents presented in the proposed request for approval.

Chairman Gehringer suggested that a 30-day period be used for bid submittals.

Laura Schreiner asked what the board did the last time it had an RFP out for bid. She also reminded everyone that time must be allowed for the selection to go through this board, the

planning board, and the city commission. She also suggested a “no later than” date be set to allow for the project award and commencement by the spring thaw of 2020.

Linda Buchanan and Chairperson Gehringer thought that previous request for proposals had been out for bid for 30 days. However, Ms. Buchanan felt that the date for contract execution should be expressed as “TBD”, because of the variables involved.

The board agreed with the chairperson by consensus that:

- Contract execution would be 14 days after contractor selection.
- Project commencement would be scheduled for April 2020.
- Project completion would be set for May 2020.

MOTION: Motion by Ms. Suter, seconded by Ms. Peterson

To recommend approval of the Request for Proposal for the Ground Penetrating Radar of Greenwood Cemetery as revised.

VOTE: Ayes, 5
 Nays, 0
 Absent, 2

D. Evaluation and Recommendation to City Commission:

1. Market Pricing for Cemetery Plots

Assistant to the City Manager Gallagher presented this item.

- a. Laura Schreiner asked if there was feedback from Ms. Arcome as to whether or not potential purchasers chose not to buy at Greenwood when price was a factor.
- b. There was no data available to support any input from Ms. Arcome.
- c. Based on the data presented comparing regional cemetery pricing, the board concluded that the current pricing at Greenwood was fair and reasonable.

MOTION: Motion by Ms. Schreiner, seconded by Vice Chairperson Buchanan

To recommend, based on the data presented, that the City Commission keep pricing for cemetery plots at \$3,000.00 per plot.

VOTE: Ayes, 5
 Nays, 0
 Absent, 2

2. Future of Sales in Sections B and C

Linda Buchanan gave a brief overview of what occurred at the City Commission meeting of July 08, 2019. Margaret Suter, Laura Schreiner, and George Stern also attended.

- Prior to this meeting, the GCAB recommended selling 60 plots in Sections B and C, stopping at 300, conducting a reanalysis of sales at 270.
- There was hesitation from the Commission with respect to selling in Section B.
- Ms. Buchanan was in favor of revisiting the analysis and maybe only releasing plots in Section C. She also felt that the situation could be re-evaluated at any time and more plots could be released for sale at a later date.
- The GCAB recommended that the City Commission be prudent in making sure there are plots available for future purchases.

- Ms. Shreiner reminded the board that this decision had to go through the GCAB cycle and the City Commission.
- Ms. Suter expressed that if the cemetery fills up, Section B may be revisited. The focus should be on Section C and the other remaining sections.
- Commissioner Hoff commented there were 57 plots in other sections of the cemetery that should be sold before selling in Section B and C. No one could affirm that number.
- Section A was designated pure historical and there are no plots available for sale.
- There are many Birmingham pioneers in Section B, suggesting it is historical as well.
- Approximately, 206 plots have been sold in Section B.
- It was noted that overall sales have slowed down to a normal pace at this time.

MOTION: Motion by Vice Chairman Buchanan, seconded by Ms. Peterson
To recommend for the City Commission approval that sales in Section B be suspended and 30 plots in Section C be released for sale.

VOTE: Ayes, 5
 Nays, 0
 Absent, 2

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. Finalization of Master Plan/Historical Collaboration Priority List

Chairperson Gehringer presented a list of Master Plan/Collaborative Preservation Projects from the City Commission and the Greenwood Cemetery Advisory Board prioritized the list as follows:

1. Ground Penetrating Radar Services (in process)
2. Potter Field (in progress)
3. Digitizing and Mapping Cemetery Records (in process)
4. Match Cemetery Records with Headstones
5. Historic Headstone Inventory
6. Update Greenwood
7. Alternate Sources of Revenue
8. Review Contract with Elmwood
9. Long-term financial status
10. Maintenance and Landscaping

MOTION: Motion by Ms. Suter, seconded by Ms. Peterson:
To recommend the removal of Columbaria from the Finalization of Master Plan/Historical Collaboration Priority List.

VOTE: Ayes, 5
 Nays, 0
 Absent, 2

MOTION: Motion by Vice Chair Buchanan, seconded Ms. Peterson
To recommend the Finalized Master Plan/Historical Collaboration Priority List as revised.

VOTE: Ayes, 5
 Nays, 0
 Absent, 2

VI. FINANCIAL REPORT

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

VIII. BOARD COMMENTS

- Ms. Buchanan noted that at the July 8, 2019 City Commission meeting, the commission had information that the Greenwood Cemetery Advisory Board did not have.
- Ms. Suter would like to see the GCAB copied on all information that the City Commission receives regarding the Cemetery.

IX. ADJOURN

The meeting adjourned at 10:46 a.m.

NEXT MEETING: OCTOBER 4, 2019

Cheryl Arft, Acting City Clerk/vc

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

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October 18, 2020 12:06 AM

Cemeteries plot their future as cremation becomes the norm

KIRK PINHO □ □

Mt. Elliott Cemeteries

Mt. Olivet Cemetery is Detroit's largest, built in 1888 on over 300 acres.

If you die in the next 20 years, the chances are good that you're going to be cremated.

Data from the National Funeral Home Association says that by 2040 in Michigan, 83.6 percent of the people who die will be cremated, compared to 47.3 percent in 2010. And according to the NFHA, the median cost for a cremation funeral with an urn is \$6,645, compared to \$9,135 for a funeral with a burial, including the cost of the casket and the burial vault.

That's causing cemeteries and funeral homes to search for new revenue streams.

"It does affect cash flow," said Bert Edquist of Mission Hills Memorial Gardens in Niles in southwest Michigan. "But also it gives you the opportunity to make more burials because you're using smaller spaces for the cremation burials. Your land is producing more income, but you're not getting that income as quickly as you did before. Basically it's going to make the cemeteries last longer."

Much of the equation comes down to simple real estate. According to Lawrence Sloane, who is director of Elmwood Cemetery in Detroit and runs Albany, N.Y.-based L. F. Sloane Consulting Group Inc., the average plot for an urn burial is 4 to 6 square feet, whereas a plot for a casket is 24 to 40 square feet. And in general, the smaller the plot, the lower the cost.

Kirk Pinho/Crain's Detroit Business

Elmwood Cemetery is the oldest continuously operating, nondenominational cemetery in Detroit.

In addition, an accepted industry standard is that only about 25 percent of cremated remains end up in cemeteries at all, with the rest kept on mantles or scattered at favorite and sentimental spots as just some examples, Sloane said.

Translation: Even less revenue for cemeteries.

"Cemeteries have to work to present themselves as relevant places to remember your loved ones," Sloane said of the impending cremation surge, which has been caused by a host of factors.

Among them: environmental concerns with things like embalming and other factors; more geographically diverse families; greater religious acceptance of the practice, as well as a general shift away from organized religion overall; and economics.

"Can that (cremation trend) change? Sure," said Leonard Turowski, a fourth-generation funeral home owner with operations in Livonia and Canton Township. "Forever and ever, it was always strictly burials and then all of a sudden cremation came in and maybe it can change going forward. It is especially challenging for cemetery owners."

Kirk Pinho/Crain's Detroit Business

Mt. Elliott Cemetery in Detroit was consecrated in 1841 — just four years after Michigan became the 26th state.

To make up the revenue lost from the more expensive casket burials and selling larger plots of land for them, cemeteries have had to get creative, said Michael Chilcote, general manager and COO of the nonprofit Mt. Elliott Cemeteries, which oversees the Mt. Elliott and Mt. Olivet cemeteries in Detroit as well as Resurrection Cemetery in Clinton Township, All Saints Cemetery and The Preserve at All Saints in Waterford Township and Guardian Angel Cemetery in Rochester.

That includes things like cremation gardens, cremation niches, small buildings for up to 20 sets of cremated remains, cremation benches and other such memorials. All those help make up for lost burial plot revenue.

"There are a lot of different ways you can accommodate a cremation space," Chilcote said. "Really the cremation trend has opened up a lot of innovation — the only thing is getting information to the public about what their options are."

Mt. Elliott Cemeteries

Mt. Olivet cremation garden

Not only is that revenue helpful in the short term, but it also provides a lasting benefit.

David Harns, interim communications director for the Michigan Department of Licensing and Regulatory Affairs, said there are just over 200 cemeteries — 105 greater than 10 acres and 96 under 10 acres — that are required to have so-called perpetual care funds, which are trusts that ensure the upkeep of the cemetery property after the last burial plots are sold.

Under Public Act 251 of 1968, 15 percent of burial, entombment and columbarium rights sold are deposited into the cemetery's perpetual care fund; only interest and dividends from those funds can

be used and they are set up for the long-term care of the property.

But Sloane says the funds overall are not well-funded enough.

"That was not adequate and there are very few cemeteries in Michigan that are properly funded," he said. "Seven hundred have already been given back to municipalities. Very few were actually built by cities; they just went bankrupt and the cities took them over."

Larry Michael, vice president of Midwest operations for Houston-based Park Lawn Corp., which owns and manages 28 cemeteries in Michigan, said the cremation increase has been felt in those funds.

"States have these because at some point, when there is no more revenue coming in because there is nothing left to sell, there is this fund," Michael said. "With cremation rates growing, that has impacted it. But every interment right has a percentage, a cremation has a percentage that goes into a perpetual care fund. So some cemeteries, the funds may have actually increased, depending on the product they've been selling."

According to the [Michigan Department of Community Health](#), pre-COVID-19, the state averaged 8,201 deaths per month between January 2019 and February 2020, although that figure during the pandemic has increased to an average of 8,924 per month, with a high of 13,049 deaths in April and 5,399 reported in September.

And Chilcote said it's unlikely that new, sprawling cemeteries — akin to the 300-acre Resurrection Cemetery in Clinton Township — will be developed regularly in the future given the cremation trend. Some of the newer ones are Glen Eden East, developed in 2004 along 26 Mile Road in Macomb Township; the federal Great Lakes National Cemetery in Holly, established in 2005; and Guardian Angel Cemetery in Rochester, developed in 2003 by Mt. Elliott Cemetery Association.

"Those days of 300-acre cemeteries are done," he said.

Inline Play

Source URL: <https://www.crainsdetroit.com/real-estate/cemeteries-plot-their-future-cremation-becomes-norm>

FEE SCHEDULE

CITY CLERK'S OFFICE	EXISTING FEE
<u>Day Care (See Child Care Facilities)</u>	
<u>Electronic Video Game (14-106)</u>	
Each game, annual fee (subject to additional fees and requirements for regulated use)	\$ 50.00
<u>FOIA fees - See public records policy (attached)</u>	
<u>Fumigation (58-141)</u>	
Fumigation Contractor, annual fee	\$ 50.00
Fumigation permit, per event	\$ 25.00
Insurance (58-144): Standard insurance requirements plus environmental impairment/pollution liability coverage	
<u>Garage Public (54-26) - Annual Fee</u>	\$ 50.00
<u>Going out of Business (State Law)</u>	
Up to 30 days	\$ 50.00
Limit two renewals, each	\$ 50.00
<u>Greenwood Cemetery (126-26)</u>	
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	\$ 1,400.00
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
<u>Horse Drawn Carriages (122-71)</u>	
Company, annual fee	\$ 50.00
Carriage, each vehicle annual fee	\$ 50.00
Insurance: Standard insurance requirement, with coverage to include premises liability; personal injury liability; products liability; and horse or horses liability. (122-75)	
<u>Hotels/Motels annual fee</u>	\$ 75.00
1-50 Rooms	\$ 300.00
50+ Rooms	\$ 500.00
<u>Initial Merchants: (All types including transfers)</u>	\$ 100.00
<u>Kennels (See Animals)</u>	

DATE: March 31, 2021

TO: Greenwood Cemetery Advisory Board

FROM: Alexandria Bingham, City Clerk

SUBJECT: Review of the Fee Schedule for Greenwood Cemetery

INTRODUCTION:

- At the March 5, 2021 GCAB meeting the Greenwood Cemetery Advisory Board decided to recommend increasing the grace prices for one full burial and up to 3 cremains from \$3000 to \$4000 effective immediately. Subsequently when the GCAB addressed prioritizing the items in the GCAB rules and regulations addressing the fee schedule as a whole was identified as a top priority.
- The City Clerk's office consulted with the Department of Public Services and the Contracted Cemetery Service Provider to gather information to present to the GCAB in regards to the Greenwood Cemetery Fee Schedule.

BACKGROUND:

- The City's Fee schedule is reviewed by each department and approved by the Commission on an annual basis. From time to time the Commission will pass additional resolutions to update the fee schedule on an as needed basis with the appropriate review and recommendation by boards and city staff.
- The fee schedule is most commonly used by the Cemetery Services Contractor and Funeral directors who communicate fees with families planning for and scheduling cemetery services.
- The suggested revisions to the fee schedule are being proposed to assist with covering cost of services in the cemetery and to add small clarifications to the fees and services provided and required.

LEGAL REVIEW:

- None.

FISCAL IMPACT:

- Implementing revised schedule will ensure that the city doesn't carry any extra financial burden for cemetery services that could impact the city's budget and tax payer burden.

PUBLIC COMMUNICATIONS:

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

SUMMARY

- The suggested revisions in language, addition of fees and increases in fees are necessary for efficient cemetery operation. The proposed revisions will help with communicating the fees and costs of services provided in Greenwood Cemetery. The Clerk's office sought input from both the Department of Public Services and the Cemetery Services Contractor who provide and coordinate services in the cemetery.

ATTACHMENTS:

- Proposed revisions to the Greenwood Cemetery Fee Schedule

SUGGESTED RESOLUTION:

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

Current Fee Schedule

City Clerk's office	Existing Fee	Proposed Change	Reason for change
Greenwood Cemetery (126-26)			
Grave space accommodating one full burial or three cremations Grave space accommodating one full casketed burial and two cremated remains or three total cremains	\$3000	\$4000 approved by the city commission on 3/22/21	
Additional rights of burial for cremated remains (each)	\$750		
Grave space accommodating two cremains	\$2000	\$2600	Proportionate to the approved increase in grave prices as passed by the commission on 3/22/21
Grave Space accommodating one cremation	\$1000	\$1300	Proportionate to the approved increase in grave prices as passed by the commission on 3/22/21
Administrative fee for transfer of grave ownership	\$150	\$200	Appropriate increase to cover the cost of burden for updating records by the Clerk's office
Interment and disinterment fees Cremation Full Burial <i>*additional equipment fees may apply for disinterment</i>	\$750 \$1400		
Foundation charges for markers & monuments Foundation installment – per linear foot Marker installation-single Marker installation-companion	\$125	\$250 \$350	Appropriate increase to cover the cost of resources and labor burden whether the service is completed by DPS or contracted out
Marker or monument resets, reinstallations, raising & leveling: Single Companion <i>*Additional fees may apply, depending on scope of work, equipment necessary, & time required.</i> Foundation installation charge as per above schedule, plus an hourly charge for removal of old foundation		\$250 \$350	Appropriate increase to cover the cost of resources and labor burden whether the service is completed by DPS or contracted out
Weekend, holiday and overtime interments. This fee is in addition to the normal interment fee charged during regular working hours. Hourly overtime fees begin at 2pm Monday-Saturday.	\$400		

DATE: April 1, 2021

TO: Greenwood Cemetery Advisory Board

FROM: Alexandria Bingham, City Clerk

SUBJECT: Greenwood Cemetery Service Provider Recommendation

INTRODUCTION:

- In November 2019 the City Commission approved an agreement with Creative Collaborations, LLC, whose Principal is Cheri Arcome to provide burial services on behalf of the city.
- At the GCAB meeting held on April 15, 2020 the board supported the renewal of the cemetery services contract with Creative Collaborations with a vote of 5 ayes, 1 nay (Stern), and one absence (Desmond).
- On May 18, 2020 the cemetery services contract for Creative Collaborations was reviewed and approved by the city commission with recommendation for approval with annual renewals. The motion to renew the contract was made by Commissioner Sherman, seconded by Mayor Pro Tem Longe and given unanimous support from the Commission.
- In addition to burial services Cheri Arcome handles all grave sales transactions, all customer service inquiries and coordinates all maintenance of cemetery grounds with DPS or other appropriate contractors.
- In the past year Cheri has also spent many hours meeting with the newly hired clerk's office staff and museum staff to train and inform them about cemetery operations and record keeping. Cheri has also been an essential resource to City Planner Brooks Cowan who has been working diligently on the creation of the GIS map for Greenwood Cemetery.

BACKGROUND:

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

LEGAL REVIEW:

- The city attorney has reviewed the proposed contract.

FISCAL IMPACT:

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

PUBLIC COMMUNICATIONS:

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

SUMMARY

- The City Clerk recommends the renewal of the cemetery services contract with Creative Collaborations, LLC to be able to continue to provide the best services and coordination of cemetery maintenance for the residents of Birmingham and families in the Historic Greenwood Cemetery.

ATTACHMENTS:

- Creative Collaborations DRAFT Contract 2021-2022
- City Commission Minutes May 18, 2020 on the Creative Collaborations Contract Renewal
- Memo and supporting documentation in regard to the cemetery service provider contract from May 18, 2020
- Greenwood Cemetery Advisory Board Minutes from April 15, 2020

SUGGESTED RESOLUTION:

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

GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

1. It is mutually agreed by and between the parties that the documents consisting of RFP, Bid Form, performance bond, general contract specifications and conditions, and plans

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Michigan and shall be with insurance carriers acceptable to the CITY. The CONTRACTOR shall procure and maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers Compensation Insurance: Workers Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- B. Comprehensive Motor Vehicle Liability: Comprehensive Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- C. Commercial General Liability: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
 - (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, (F) Per Contract Aggregate, if applicable
- D. Additional Insured: Commercial General Liability Insurance and Comprehensive Motor Vehicle Liability Insurance as described above shall include an endorsement stating the following shall be "Additional Insured" with the following verbiage: "It is understood and agreed that the following shall be named as Additional Insured: The City of Birmingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers thereof. This coverage shall be primary to the additional insured, and not contributing with any other insurance or similar protections available to the additional insured, whether said other available coverage be primary, contributing or excess."
- E. Cancellation Notice: All insurance policies listed above shall include an endorsement stating the following: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to: Director of Finance, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan, 48012."

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

- (1) Two (2) copies of Certificate of Insurance for Workers Compensation Insurance;
- (2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- (3) Two (2) copies of Certificate of insurance for Motor Vehicle Liability Insurance;
- (4) If so requested, certified copies of all policies mentioned above will be furnished.

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

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

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

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

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

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

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

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

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

of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, City Clerk

CREATIVE COLLABORATIONS, LLC

By: _____
Cheri Arcome

Its: _____

APPROVALS:

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

Thomas M. Markus,
City Manager (as to Substance)

Mark A. Gerber
Director of Finance
(as to Financial Obligation)

Mary M. Kucharek
City Attorney (as to Form)

SCOPE OF SERVICES

1. **Records.** The Contractor shall keep records of all sales, burials and deeds issued and reported to the City Clerk within five (5) days after each transaction.

The Contractor shall be responsible and submit forms as required by the State of Michigan as necessary, and such forms shall be reported to the City Clerk within five (5) days of filing.

2. **Financial.** The Contractor will provide receipts for sales and/or refunds within five (5) days to the City Clerk.

The Contractor shall not deed to any individual or family until the grave has been fully paid for.

The Contractor will not prepare any grave for burial without a deed having been issued and fully paid.

3. **Customer Service Marketing.** The Contractor will be responsible for answering all telephone calls, web inquiries and emails regarding Greenwood Cemetery with the expectation that it will be within two (2) business days, if reasonably practical.

4. **Burial Arrangements.** The Contractor will meet with family members to discuss burial arrangements.

The Contractor will coordinate with all funeral directors regarding the burial to ensure that all conditions of the cemetery rules and regulations are met.

5. **Maintenance.** The Contractor will maintain the cemetery so as to be in compliance with the City's adopted operational procedures, conditions and regulations as they may be changed from time-to-time.

6. **Cemetery Policies and Procedures.** The Contractor shall ensure that the family members of the decedent understand the cemetery policies and procedures by providing them a copy of the current cemetery policies and procedures in effect at that time upon the purchase of the grave or internment.

7. **Communications and Reports.** The Contractor will provide monthly reports summarizing the total receipts, disbursements, grave sales and refunds.

8. **Advisory Board Meetings.** The Contractor shall be reasonably available to present at Greenwood Cemetery Advisory Board meetings to report contracted services and they will be permitted to bill hourly in excess of the meeting limit with the prior approval of the Greenwood Cemetery Advisory Board and the City Commission.

The Contractor shall provide the Greenwood Cemetery annual report to the Advisory Board and to the City Commission.

An annual review of the contract with the Contractor shall be performed by the Greenwood Cemetery Advisory Board. There shall be at least one (1) meeting every quarter between the Greenwood Advisory Board and the Contractor with a minimum of two (2) meetings per year. The Contractor shall also communicate and conduct a meeting with the City Clerk's Office as needed.

9. **Coordinating Services.** The Contractor shall coordinate services with the Department of Public Services with respect to the following items:

- Tree removal;
- Fence maintenance;
- Road maintenance;
- Snow removal;
- Acts of Vandalism;
- Weather damage;
- Lawn and weed maintenance; and,
- Monument maintenance (the Contractor may contact the families if needed).

10. **Other Duties.**

- The Contractor will provide access to its records to the City Clerk with reasonable notice.
- The Contractor shall maintain the historic character of the cemetery.
- The Contractor shall perform all operations required by this Scope of Work under the MIOSHA Rules and Regulations.

11. **Duties and Responsibilities.**

- The Contractor shall coordinate internments and disinternments with outside vendors and funeral homes.
- The Contractor shall conduct sales, delivery of rights of internment, merchandise and services.
- Manage and process all accounts and provide the records thereof to the City Clerk.
- All checks shall be sent to the City Clerk for processing.
- The Contractor shall be responsible for the timing and collection of all fees with respect to the cemetery.
- The Contractor shall maintain records in a digitized format and provide them to the City Clerk's Office.

- The Contractor shall be responsible for collecting all bills on a monthly basis.

12. **Financial reporting.** The Contractor shall maintain a standard system of accounting.

13. **Termination of Event.** If there is a breach of the contract, it may be terminated in writing within thirty (30) days, if issues are unresolved. All monies due after termination shall be paid within thirty (30) days of termination.



REQUEST FOR PROPOSALS
For Greenwood Cemetery Professional Management Services

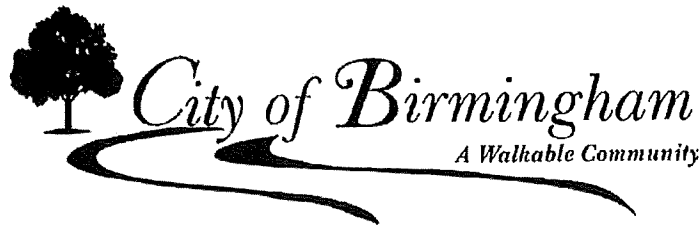
Sealed proposals endorsed **"Greenwood Cemetery Management"**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until 3:00pm on Wednesday, October 29, 2019 after which time bids will be publicly opened and read.

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

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

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

Submitted to MITN:	Tuesday, October 8, 2019
Deadline for Submissions:	3:00 p.m. on Tuesday, October 29, 2019
Contact Person:	James Gallagher, Assistant to the City Manager P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: 248.530.1807 Email: jgallagher@bhamgov.org



REQUEST FOR PROPOSALS
For Greenwood Cemetery Professional Management Services

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INTRODUCTION

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

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

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

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

REQUEST FOR PROPOSALS (RFP)

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

INVITATION TO SUBMIT A PROPOSAL

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

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

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

INSTRUCTIONS TO BIDDERS

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

EVALUATION PROCEDURE AND CRITERIA

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

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

TERMS AND CONDITIONS

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

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

SERVICE PROVIDER'S RESPONSIBILITIES

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

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

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

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

CITY RESPONSIBILITY

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

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

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

INDEMNIFICATION

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

CONFLICT OF INTEREST

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

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

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

SCOPE OF WORK

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

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

GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020, by and between **THE CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter "CITY"), and **CREATIVE COLLABORATIONS, LLC**, a cemetery services company, having its principal office at 31356 Newport Dr., Warren, MI (hereinafter "CONTRACTOR"), provides as follows:

WITNESSETH:

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

WHEREAS, the CONTRACTOR has made a bid to provide management services in accordance with their bid/proposal dated November 21, 2019, which bid has been accepted by the CITY.

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

1. It is mutually agreed by and between the parties that the documents consisting of RFP, Bid Form, performance bond, general contract specifications and conditions, and plans and other documents mentioned in connection with the award of the bid for this project shall be incorporated herein by reference, and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence.

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

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

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

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

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

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

eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Two (2) copies of Certificate of Insurance for Workers Compensation Insurance;
- (2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- (3) Two (2) copies of Certificate of insurance for Motor Vehicle Liability Insurance;

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

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

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

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

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

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

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

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

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

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, City Clerk

CREATIVE COLLABORATIONS, LLC

By: _____

Its: _____

APPROVALS:

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

Joseph A. Valentine,
City Manager as to Substance

Mark Gerber
Director of Finance as to
Financial Obligation

Timothy J. Currier
City Attorney as to Form

MANAGEMENT AGREEMENT BETWEEN CITY OF BIRMINGHAM AND CHERI ARCOME

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

November 21, 2019

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

Dear Ms. Gunter,

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

i. DUTIES AND 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) with in thirty (30) days following delivery of such written notice of such breach; or
- b. by either party for any reason or no reason at all by giving written notice to the other party of at least ninety (90) days.

- c. Post-Termination Obligations – All monies due by one party to the other party shall be paid in full within thirty (30) days after the effective date of the termination of this agreement.

v. INDEMNIFICATION

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

vi. ENTIRE AGREEMENT

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

vii. GOVERNING LAW

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

to work out and further recommendations would come back to the Commission in terms of a viable operational plan.

Commissioner Sherman noted that all events have been cancelled through the summer in Birmingham and he cannot imagine a plan that would make this event safer for the public. He went on to say that, he is not in support of moving forward with this event.

Mayor Pro-Tem Longe agreed with Commissioner Sherman and expressed that the most robust plan would not provide enough certainty to guarantee a good outcome.

Commissioner Hoff agreed and said that the Commission must take a leadership role and as much as she wants to support the Chamber, she feels this is just not the right time for this type of event.

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro-Tem Longe:

To deny the request from the Birmingham Bloomfield Chamber of Commerce to hold the Village Fair on July 7 - 12, 2020 due to concerns with the COVID-19 pandemic.

Commissioner Nickita agrees that more information would be desirable; he believes that as time goes on municipalities will be able to hold more events without regard to safety. He noted that if the event went on, it would be the only event held in Birmingham this summer; and he wants to be fair and consistent. He reluctantly agrees with the motion.

Public Comment:

Andrew Haig, resident, agreed with Commissioner Sherman in the sense that there is one possible upside outcome and many downsides to having this event. All events should be treated equally for public safety.

ROLL CALL VOTE:	Ayes,	Commissioner Hoff Mayor Pro-Tem Longe Commissioner Host Commissioner Nickita Commissioner Sherman Mayor Boutros
	Nays,	None
	Recused,	Commissioner Baller

V. UNFINISHED BUSINESS

05-078-20	CREATIVE COLLABORATIONS, LLC, A CEMETERY SERVICE PROVIDER AGREEMENT TO ACT ON BEHALF OF THE CITY IN PROVIDING SERVICES AT HISTORIC GREENWOOD CEMETERY.
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Assistant City Manager Gunter addressed the Commission and presented this item.

Commissioner Hoff received calls from many members of the GCAB regarding the mention of automatic renewals; and thanked Assistant City Manager Gunter for addressing that language in the agreement. She went on to say that in the memorandum sent with the Agenda, automatic renewal was mentioned twice. She asked if including the language "upon annual review" was possible. Commissioner Hoff went on to address the termination provisions and asked if the language would be included in the agreement.

Assistant City Manager Gunter clarified that the termination provisions are included in the documents presented. She further deferred to City Attorney Currier to add the language "upon annual review" to the agreement.

Commissioner Sherman noted that the agreement addresses the issues that were presented at the last meeting. He went on to say that, the task for the Commission is whether to approve the contract and give staff direction for reviewing and reporting appropriately so that the Commission is able to make an intelligent decision when the contract comes back for review.

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

Public Comment:

David Bloom, resident, clarified his comments from the last meeting regarding his contact with George Stern. He stated that he initiated the contact.

ROLL CALL VOTE:	Ayes,	Commissioner Sherman Mayor Pro-Tem Longe Commissioner Hoff Commissioner Host Commissioner Nickita Commissioner Baller Mayor Boutros
	Nays,	None

VI. NEW BUSINESS

05-079-20	APPROVAL FOR THE INSTALLATION OF A STOP SIGN ON BENNAVILLE AT GRANT AND ON BENNAVILLE AT EDGEWOOD.
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Commander Grewe presented this item.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Sherman: Approving the installation of a stop sign on Bennaville at Grant and on Bennaville at Edgewood. Further, directing the Chief of Police and the City Clerk to sign the traffic control orders on behalf of the City establishing the installation of a "Stop" sign on Bennaville at Grant and on Bennaville at Edgewood.

Commissioner Hoff asked if there was any public input.

Commander Grewe replied that a resident called DPS and DPS forwarded the information to Commander Grewe. In researching he found that there was a sign at the location of Bennaville and Grant before construction on Grant street and was not replaced.

Commissioner Nickita asked if both intersections had stop signs in the past. He further asked how the most recent stop sign on Northlawn and Pleasant is different from the signs in this proposal.

Commander Grewe affirmed that there was one at Grant and not Edgewood. He explained that the stop sign on Northlawn, a thru street, did not decrease speeds. Bennaville is not a through street, and traffic studies show that the signs are warranted.



MEMORANDUM

Office of the City Manager

DATE: May 18, 2020

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Greenwood Cemetery – Service Provider Contract Recommendation

INTRODUCTION:

At the last meeting, the Commission discussed the Greenwood Cemetery Service Provider contract and requested staff to provide an update to the draft agreement with clarification on the following two items:

- 1) The proposed term of the agreement
- 2) The ninety (90) day termination provisions

Staff worked to revise the proposed agreement that attempted to capture the direction of the provided at the May 11 Commission meeting.

The proposed term of the agreement in the attached draft is set for a term of one-year with automatic renewals. After discussion with legal counsel, staff concluded that the 90-day termination provision provides the greatest level of flexibility for the City and negates the need for language that provides an annual option to renew. The City, at a minimum, would require at least ninety days pursue an action to terminate the existing agreement and execute a plan to ensure uninterrupted operations at the cemetery.

The 90-day termination provision has been included under section four, and in conjunction with paragraph 3, together they read as follows:

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

Unless the CITY or the CONTRACTOR shall terminate this Agreement in writing, this Agreement shall automatically renew annually and the services

rendered pursuant to this Agreement shall not exceed Forty-five Thousand Six Hundred Dollars (\$45,600.00).

The Greenwood Cemetery Advisory Board will conduct an operational review in December 2020 (within 6 months of the start of the proposed agreement) of the cemetery services being provided and will report those findings to the Commission.

SUGGESTED RESOLUTION:

To authorize the agreement with Creative Collaborations, LLC, a Cemetery Service Provider firm to act, on behalf of the City, as the service provider to the Historic Greenwood Cemetery for a term of one year with annual renewals until either party exercises the termination provisions as stated in the contract. The annual contract is set for an amount not to exceed \$45,600, which will be paid from account #101-215.000-811.0000

GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020, by and between **THE CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter "CITY"), and **CREATIVE COLLABORATIONS, LLC**, a cemetery services company, having its principal office at 31356 Newport Dr., Warren, MI (hereinafter "CONTRACTOR"), provides as follows:

WITNESSETH:

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

WHEREAS, the CONTRACTOR has made a bid to provide management services in accordance with their bid/proposal dated November 21, 2019, which bid has been accepted by the CITY.

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

1. It is mutually agreed by and between the parties that the documents consisting of RFP, Bid Form, performance bond, general contract specifications and conditions, and plans and other documents mentioned in connection with the award of the bid for this project shall be incorporated herein by reference, and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence.

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

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

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

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

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

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

eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, City Clerk

CREATIVE COLLABORATIONS, LLC

By: _____

Its: _____

APPROVALS:

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

Joseph A. Valentine,
City Manager as to Substance

Mark Gerber
Director of Finance as to
Financial Obligation

Timothy J. Currier
City Attorney as to Form

GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT

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THIS AGREEMENT, made this _____ day of _____, 2020, by and between **THE CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter "CITY"), and CREATIVE COLLABORATIONS, LLC, a cemetery services company, having its principal office at 31356 Newport Dr., Warren, MI (hereinafter "CONTRACTOR"), provides as follows:

WITNESSETH:

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

WHEREAS, the CONTRACTOR has made a bid to provide management services in accordance with their bid/proposal dated November 21, 2019 ~~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. It is mutually agreed by and between the parties that the documents consisting of RFP, Bid Form, performance bond, general contract specifications and conditions, and plans and other documents mentioned in connection with the award of the bid for this project shall be incorporated herein by reference, and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence.

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

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

4. This Agreement shall renew annually unless terminated as provided herein. ~~Unless the CITY or the CONTRACTOR shall terminate this Agreement in writing, this Agreement shall automatically renew annually and the services rendered pursuant to this Agreement shall not exceed Forty-five Thousand Six Hundred Dollars (\$45,600.00).~~

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

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

7. ~~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

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

8. ~~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.

9. ~~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.

~~9-10.~~ If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

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~~13.14.~~ To the fullest extent permitted by law, the CONTRACTOR and any entity or person for whom the CONTRACTOR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the CITY, its elected and appointed officials, employees and volunteers and others working on behalf of the CITY against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with

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~~+4-15.~~ If, after the effective date of this Agreement, any official of the CITY, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the CONTRACTOR, the CITY shall have the right to terminate this Agreement without further liability to the CONTRACTOR if the disqualification has not been removed within thirty (30) days after the CITY has given the CONTRACTOR notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the CITY fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

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

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, City Clerk

CREATIVE COLLABORATIONS, LLC

By: _____

Its: _____

APPROVALS:

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

Joseph A. Valentine,
City Manager as to Substance

Mark Gerber
Director of Finance as to
Financial Obligation

Timothy J. Currier
City Attorney as to Form



MEMORANDUM

Office of the City Manager

DATE: May 11, 2020

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Greenwood Cemetery – Service Provider Contract Recommendation

INTRODUCTION:

In November 2019, the Commission approved an agreement with Creative Collaborations, LLC to provide burial services on behalf of the City of Birmingham for the Historic Greenwood Cemetery. The original agreement was executed for a term of six months. At that time, staff was directed to work with the Greenwood Cemetery Advisory Board to determine if there were alternative arrangements for the City to pursue that would be more cost effective.

The Advisory Board has had the opportunity to discuss and reflect on key performance indicators that help assess the type and level of services that need to be provided to ensure a quality operation over the past couple of months. They also worked with staff to evaluate the economics involved with providing cemetery services directly versus hiring an outside service provider specializing in the death care industry.

The approved contract with Creative Collaborations will expire on May 31, 2020.

On April 15, 2020, the Advisory Board approved a resolution recommending that the contract extend for a period of one year through May 31, 2021 with options to renew at the end of each year. Staff and the Advisory Board will continue to review and assess the service levels and explore the market for other alternatives periodically. The 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 the 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.

BACKGROUND:

In March 2020, the Advisory Board discussed a staff memo comparing the pros and cons of providing cemetery services directly with the existing approach that involves hiring an outside service provider. As part of that discussion, staff noted that the

following operational changes had occurred since the transition from Elmwood to Creative Collaborations, LLC.

- 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 Public Services.
- Coordination of work orders with outside vendors and Birmingham's Department of Public 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.

Staff discussed the different requests of the committee to explore other alternatives and reported that those alternatives (i.e., working collaboratively with neighboring cemeteries to manage services) were not viable options.

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.

It was explained that in order for DPS to resume marking out and digging graves in Greenwood Cemetery, the following costs and activities would be 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; i.e. water main breaks, snow fighting services, etc. Competing services will continue to exist.

The DPS estimated an 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.

In 2019, there were a total of 25 burials performed. If all of them had been full-casketed burials (which they weren't) the total cost would have been \$30,000.

Further, it was noted that in order to maintain the current level of service being provided, that 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 our estimate 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 following table titled Option 1 illustrates the cost estimate that would allow the City to maintain the existing level of service that has been established since first seeking to hire death care industry experts if the City were to provide these services directly. The table titled Option2 illustrates the costs associated with working with an outside service provider.

OPTION #1: IN HOUSE CEMETERY SERVICES

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
Total Expenditure	\$580,000	\$450,000

OPTION #2: OUTSIDE CEMTERY SERVICE PROVIDER CONTRACT

Cost Estimate Summary: Provider to Conduct Cemetery Services

Creative Collaborations, LLC	
Annual Service Fee	\$45,600
Burial Fees(assuming 25 burials per year with \$200 profit)	(\$5,000)
Total Expenditure	\$40,600

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. Given the recent adjustment to the fees for a full-casketed burial there is a \$200 profit per burial as noted in the table above for option #2.

Given the total of 25 burials performed in 2019, pursuit of an in-house operation requires a considerable investment for the City for a low-volume activity. It is not expected that there will be more than fifty burials in a given year. It is important to

note that if the total number of full-casketed burials were to increase, the total expenditure being made by the City would continue to decrease.

The Advisory Board approved the recommendation to maintain the existing level of service at Greenwood Cemetery. The board agreed that maintaining a high level of service is a priority. Further, the cost comparison tables make clear that working with an outside service provider allows the City to maintain that high level of service with relatively low costs when compared with attempting to do so in-house.

LEGAL REVIEW:

Legal has reviewed and signed off on the contract amendment as drafted.

FISCAL IMPACT:

The annual contract is set for an amount not to exceed \$45,600, which will be paid from account #101-215.000-811.0000

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

Staff and the Advisory Board agree that the best option available to support the Historic Greenwood Cemetery is to extend the contract with Creative Collaborations, LLC for one year at a cost not to exceed \$45,600 with options to renew annually until either party exercises the termination provisions as described in the contract. This agreement will

allow for the existing level of service that clients have come to expect from the cemetery and is the most cost effective.

ATTACHMENTS:

The following attachments are included for reference:

- Redlined: Amended Contract Agreement – Creative Collaborations, LLC
- Clean: Amended Contract Agreement – Creative Collaborations, LLC
- April 15, 2020 – GCAB DRAFT Meeting Minutes (not yet reviewed)
- March 6, 2020 – GCAB Meeting Minutes
- March 6, 2020 – GCAB Meeting Agenda Package
- November 25, 2019 – Commission Meeting Greenwood Cemetery Memo

SUGGESTED RESOLUTION:

To authorize the amended contract agreement with Creative Collaborations, LLC to act, on behalf of the City, as the service provider to the Historic Greenwood Cemetery for a term of one year with annual renewals until either party exercises the termination provisions as stated in the contract. The annual contract is set for an amount not to exceed \$45,600, which will be paid from account #101-215.000-811.0000

GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, ~~2019~~2020, by and between **THE CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter "CITY"), and CREATIVE COLLABORATIONS, LLC, 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. 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.

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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.

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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.

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham~~Cheryl Arft, Acting~~
City Clerk

Formatted: Font: (Default) Times New Roman, 12.5 pt

CREATIVE COLLABORATIONS, LLC

By: _____

Its: _____

APPROVALS:

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

Joseph A. Valentine,
City Manager as to Substance

Mark Gerber
Director of Finance as to
Financial Obligation

Timothy J. Currier
City Attorney as to Form

GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020, by and between **THE CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter "CITY"), and **CREATIVE COLLABORATIONS, LLC**, 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. It is mutually agreed by and between the parties that the documents consisting of RFP, Bid Form, performance bond, general contract specifications and conditions, and plans and other documents mentioned in connection with the award of the bid for this project shall be incorporated herein by reference, and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence.

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

3. The CITY agrees to pay the CONTRACTOR for the 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.

4. Unless the CITY or the CONTRACTOR shall terminate this Agreement in writing, this Agreement shall renew annually and the services rendered pursuant to this Agreement shall not exceed Forty-five Thousand Six Hundred Dollars (\$45,600.00).

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.

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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.

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

executed as of the date and year above written.

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, City Clerk

CREATIVE COLLABORATIONS, LLC

By: _____

Its: _____

APPROVALS:

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

Joseph A. Valentine,
City Manager as to Substance

Mark Gerber
Director of Finance as to
Financial Obligation

Timothy J. Currier
City Attorney as to Form

**GREENWOOD CEMETERY ADVISORY BOARD
VIRTUAL MEETING MINUTES
WEDNESDAY, APRIL 15, 2020 AT 12:00 NOON**

I. CALL TO ORDER

Darlene Gehringer, Chairperson, called the meeting to order at 12:00 noon.

II. ROLL CALL

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

Absent: Kevin Desmond

Administration: Assistant City Manager Gunter, Assistant to the City Manager Gallagher, DPS Director Wood, Parks and Recreation Manager Laird, Acting City Clerk Arft, and City Clerk Designee Bingham

III. APPROVAL OF MINUTES

A. APPROVAL OF MEETING MINUTES OF MARCH 6, 2020

MOTION: Motion by Member Suter, seconded by Member Schreiner:
To approve the minutes as corrected.

ROLL CALL VOTE: Ayes, Member Suter
Member Schreiner
Chairman Gehringer
Vice Chair Buchanan
Member Peterson
Member Stern
Absent, Member Desmond

IV. NEW BUSINESS

A. CEMETERY SERVICE PROVIDER CONTRACT

Assistant City Manager Gunter presented this item.

- At the March 6, 2020 meeting, alternatives to the existing contract were discussed at length.
- The GCAB agreed to review the options and reconvene in April to make a final recommendation for submission to the City Commission.

Member Peterson noted:

- The six-month trial period on the existing contract terminates on May 6, 2020.
- Ms. Arcome, dba Creative Collaborations, LLC, agreed to the trial period to help the City retain continuity in cemetery operations.
- She is in support of extending the service provider's contract.

Member Peterson asked:

- What is the length of the proposed contract
- Would there be an increase in the cost of the contract if renewed.

Assistant City Manager Gunter replied:

- The initial agreement was for a term of six months.
- The proposed amendment to the contract would be a one-year agreement to renew annually.
- The termination provisions would be the same.
- If a more viable solution is discovered in the future, the City has the flexibility to move forward with that solution.
- The cost of the contract did not change.

Member Stern expressed:

- He had three pages of notes relative to Assistant City Manager Gunter's memorandum in the agenda packet. He would be willing to send Ms. Gunter his notes to save her from trying to transcribe them.
- He has 35 years' experience in the cemetery business and it is dear to his heart.
- Concern for the City Manager as a member of the Rotary Club and a future candidate for the Office of the Presidency, and in keeping his current position if he recommends the proposed contract to the City Commission.
- That he has not seen a concise financial report since the first quarter of 2019 and feels that he has been left out of cemetery financial reporting for a year. In prior years, he remembered good quarterly reports.
- Concern over the City's practice of collecting cash and that it should be brought to the attention of the auditors.
- He asked if sales proceeds had been deposited into the perpetual care fund.
- The report before him lacks detail for anyone to make an evaluation and he wonders if the GCAB is being hoodwinked.
- The vendor invoices should be shared with the GCAB to have an understanding of what is being paid out.

Assistant City Manager Gunter:

- Requested time to speak from the Chair to address some of the statements made by Mr. Stern.
 - With respect to quarterly statements, she went on to state that the task of Creative Collaborations, LLC is to provide the City with information and the City in turn provides that information in report form to this board.
 - With respect to an auditor's opinion on the City's practice of collecting cash, there have been no questions in the past on how current practices have worked in other operations. She went on to say if it were the will of the GCAB, she would pursue an opinion from the auditors, to relieve this concern.
 - Relative to the perpetual care fund, in terms of being a burden on the City's budget, it is the goal of the City to have it 100% funded; thereby applying sales proceeds to this account to relieve the burden for future years. The City Manager supports this practice, and it is the most prudent preference for the City at this time.
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- Lastly, relative to alleged inflated cost, the rates are set by the City and the invoices that the Assistant City Manager approves are consistent with the rate sheets.

Member Stern continued with his analysis of the suggested resolution:

- He thanked Assistant City Manager Gunter for her comments and expressed that they reinforced his point that the advisory board must make sure the invoices are accurate.
- Creative Collaborations, LLC coordinates with DPS and the monument company who in turn coordinates with other contractors; so he asked how that translates into managing, and are work orders created.
- If Creative Collaborations, LLC practices GAP accounting, he would like to see the reports supporting the practice.
- Clerical estimates are inflated and again, the reports are unacceptable. In addition, the burial statistics identified in the report are identical to national statistics.

Assistant City Manager clarified that in addition to coordinating the grounds maintenance and monument services, Creative Collaborations, LLC oversee the activities.

Chairperson Gehringer called for a point of order to interrupt Member Stern and move forward with the agenda to allow other members time to speak after more than twenty minutes had passed.

Vice Chair Buchanan pointed out that the cost of burials and cremations are paid by the bereaved families and passed on to the contractors.

Chairperson Gehringer called on DPS Director Woods for a synopsis of her comments from the last meeting with respect to the labor burden for DPS to take on this new business.

DPS Director Woods obliged the board and reiterated that she does not have the staff to support cemetery operations. Prevailing wages for staff would be the critical component.

Chairperson Gehringer led a discussion on automatic annual renewal versus annual renewal of the service contract.

Member Suter expressed that she would like to be sure that reports are submitted timely to the GCAB so that everyone could stay informed. She supports annual renewals based on contractor performance.

Member Peterson reminded everyone that she remembers receiving quarterly reports listing services performed, cost of those services, and profits gained. She went on to say that the reporting was very thorough.

Acting Clerk Arft confirmed that there was a lag in providing reports to this board during the past year due to the staffing shortage in the clerk's office and election cycle demands.

She went on to say that reporting would resume soon; and would be based on the information received from Creative Collaboration, LLC.

Member Stern commented that the last report was in the first quarter of 2019.

DPS Director Wood requested a "go back" adding that staffing for weekend burials would require overtime hours.

Member Stern pointed out that burials are not generally performed on Sunday or legal holidays unless approved by the commission, and they would incur additional costs.

Chairperson Gehringer asked for a motion.

Vice Chair Buchanan asked if the board was proposing to change the language in the suggested recommendation.

Assistant City Manager Gunter provided the rationale for the automatic annual renewal language explaining that the termination provisions offered considerable flexibility.

Chairperson Gehringer expressed that Assistant City Manager Gunter could just take out the word automatic.

Assistant City Manager Gunter agreed.

MOTION: Motion by Vice Chair Buchanan, seconded by Member Peterson:
To recommend that the City Commission authorize the amended contract agreement with Creative Collaborations, LLC to act, on behalf of the City, as the service provider to the Historic Greenwood Cemetery for a term of one year with annual renewals until either party exercises the termination provisions as stated in the contract. The annual contract is set for an amount not to exceed \$45,600, which will be paid from account #101-215.000-811.0000.

ROLL CALL VOTE:	Ayes,	Vice Chair Buchanan
		Member Peterson
		Chairperson Gehringer
		Member Schreiner
		Member Suter
	Nay,	Member Stern
	Absent,	Member Desmond

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

None

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

VIII. BOARD COMMENTS

Chairperson Gehringer thanked the board for the many constructive comments and for the individual participation. She noted that this was the first Zoom conference that she had participated in and it was a good experience.

IX. ADJOURN

Chairperson Gehringer adjourned the meeting at 1:00 p.m.

DRAFT

**GREENWOOD CEMETERY ADVISORY BOARD
MEETING MINUTES
FRIDAY, MARCH 6, 2020 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
Margaret Suter
George Stern

ADMINISTRATION: Assistant City Manager Gunter, Assistant to the City Manager Gallagher, DPS Director Wood, and Parks and Recreation Manager Laird

III. APPROVAL OF MINUTES

A. APPROVAL OF MEETING MINUTES OF JANUARY 3, 2020

Ms. Buchanan asked to remove her comments under Mission Statement and Core Values since there was no action taken.

Assistant City Manager Gunter expressed that content could be added but not retracted from what went into the record.

Chairperson Gehringer agreed with Assistant City Manager Gunter.

Mr. Stern felt it valuable to keep the comments in the minutes. The topic could be brought back in the future.

Ms. Suter agreed that Vice Chair Buchanan's comments should remain in the record because it was part of the meeting.

Mr. Stern, relative to the Key Performance Indicators (KPI's) felt the minutes were inadequate. He went on to say that the discussion led by Mr. Desmond was the best that this board has had in five years. Mr. Stern also introduced two pages of notes that he felt would be helpful when the board establishes KPI's in the future. He distributed the document and asked that it be attached to the meeting minutes of March 6, 2020.

Chairperson Gehringer agreed with Mr. Stern.

Mr. Desmond expressed that he did not want the notes distributed by Mr. Stern included in the record due to inaccuracies in how Desmond & Sons Funeral Directors were characterized.

Ms. Schreiner expressed that the GCAB should have an opportunity to review the document before entering it into the record.

Ms. Suter supported having bullet points of Mr. Desmond's discussion being reflected in the meeting minutes of March 6, 2020.

Approval of the minutes were postponed until the next meeting by consensus.

IV. NEW BUSINESS

A. CEMETERY DATABASE DEVELOPMENT

Brooks Cowan, City Planning Department, presented this item.

- Desktop Mapping will link to an online database.
- Names or lot numbers will link the online database to GCAB's website to search for gravesites.
- It will have the capacity to display photos.

Chairperson Gehringer was pleased to hear that the website has the capacity to use photos and suggested that photos be taken at Greenwood, beginning in historical Section B of the cemetery, of the headstones or monuments to be used on the website.

Mr. Desmond commented that he had just become aware that Mt. Kelly Cemetery in Dearborn, which is associated with Sacred Heart Church, is using the above referenced technology.

Ms. Schreiner asked if the database would be linked to other websites, such as Find A Grave, etc.

Assistant City Manager Gunter explained that at this time it would be a standalone application. She expressed that once all of Greenwood's information is available and accurate, staff would be able to work with an outside contractor for that specific type of connectivity.

City Planner Cowan expressed that right now the goal is to acquire all of the appropriate data.

Mr. Stern asked which GIS system was used and City Planner Cowan replied ArcMap 10.6.

Mr. Desmond expressed that this is an awesome start. He also advised that with some of the more recent burials it would need to be thought through to consider multiple burials in some of the graves.

Mr. Stern asked were other cemetery mapping systems considered when ArcMap was chosen, and how did staff decide on ArcMap; because he knows there are other GIS mapping systems that are common to the cemetery industry.

City Planner Cowan expressed that ArcMap is what the City currently hosts and Assistant City Manager Gunter added that Mr. Cowan is an expert in ArcMap.

Ms. Suter asked would the system be updated regularly. City Planner Cowan affirmed that when notice of a burial is provided the system would be updated.

Mr. Stern asked if ArcMap would integrate with other standard cemetery databases. City Planner Cowan affirmed that it does integrate across other platforms.

Mr. Stern asked about an anticipated completion date because the GCAB is waiting to use this data in moving forward with a more generalized cemetery database. He would like to understand what might happen during this calendar year.

Ms. Steiner reminded everyone that it seems like there are some staffing issues and the project may take longer than initially anticipated.

Assistant City Manager Gunter concurred and expressed that the City has to get an intern on board to handle the project before a schedule could be established.

Chairperson Gehringer thanked Mr. Cowan for his presentation and complimented him on the quality and completeness of his work. She said it was outstanding.

Mr. Stern expressed that he had all of the information in Excel and hoped that City Planner Cowan saw his report on GIS Mapping.

No action was taken.

B. CEMETERY OPERATIONS EVALUATION – DISCUSSION

Assistant City Manager Gunter led the discussion with respect to Creative Collaborations, LLC as interim manager of Greenwood Cemetery.

- The contract expires in May of 2020.
- Key Performance Indicators have been discussed.
- Performance Expectations are established.
- City Clerk has control of all record keeping of burials and sales.
- Financials have been submitted to and remitted from the City of Birmingham with respect to internments, inurnments, and monthly management fee.
- DPS maintains landscaping and snow removal on the property.
- The City receives 100% of all sales proceeds.
- Creative Collaborations, LLC is the City's coordinator and customer service representative for Greenwood Cemetery.
- Feedback from meetings with other public and private cemeteries for sexton consulting include:

-
- ✓ Collaborating with neighboring cemeteries (found not to be viable).
 - ✓ Work with an expert in the death care industry.
 - ✓ Direct contract with an experienced sexton (not viable because Greenwood does not have the required volume to receive priority burials).
 - ✓ Quality of burial that is expected at Greenwood today would be compromised if management was shared with neighboring cemeteries.
 - Based on the above feedback, the question became what would it take to bring operations completely in house.
 - ✓ Cost estimates for DPS and the City Clerk's office to manage in-house would be \$580,000 for the first year; with an on-going cost of \$450,000 annually, which includes labor and initial equipment startup cost. The estimate does not include on-going maintenance of equipment.

Chairperson Gehringer expressed that she does not understand why there would be a need for three full time employees in the City Clerk's office to handle cemetery operations when, prior to the Elmwood contract, there was one person who did it without dedicating 40 hours per week to this task. She asked what changed.

Assistant City Manager Gunter replied that the addition of sales changed the time requirement to service the families at Greenwood.

Chairperson Gehringer and Mr. Stern both expressed that they did not agree with the analogy that sales changed the operating cost of Greenwood to the degree that was presented.

Chairperson Gehringer contended that the revenue from Greenwood was not considered in the analogy.

Ms. Shreiner expressed that prior to the additional graves being found by Elmwood, there were limited annual sales at Greenwood and burials tapered off. Since the graves were found, both burials and sales increased; which will taper off again in the future as the cemetery reaches capacity. While she agreed that the dynamics of the Clerk's office has changed in terms of staffing, she asked what would happen if the estimated costs were cut in half and compared to what is happening today. Ms. Shreiner further stated that whether it is outsourced or done in-house, it would still be cost neutral.

Chairperson Gehringer acknowledged that the upfront cost would be high; but felt the long-term benefit would be favorable due to the cemetery revenue stream.

Ms. Shreiner explained with respect to Chairperson Gehringer's analogy, that the cost of maintaining equipment and various structures would need to be added back in as operational cost used against revenues.

Chairperson Gehringer continued by asking how did the City manage cemetery operations successfully before outsourcing to Elmwood.

Assistant City Manager Gunter clarified that DPS staffing is down 12% since managing cemetery operations and the proposed additional staffing would not bring them back to the staffing levels that existed in 2012-2013.

Chairperson Gehringer referenced that the City Commission did not want Creative Collaborations, LLC to be the permanent solution per the City Commission meeting of 11/25/2019. Based on that observation, Chairperson Gehringer would like either to justify renewing the current contract for an additional six (6) months or to agree on something else.

Assistant City Manager Gunter shared her recollection of the abovementioned commission meeting that suggested staff evaluate alternatives to insure that Creative Collaborations, LLC was the best option available.

Vice Chair Buchanan expressed that the increase in burials are due to increased sales, both in preplanning and at-need. She suggested offering options to the City Commission and let them decide how the City would proceed. Vice Chair Buchanan also suggested that vault companies be included in the evaluations and/or recommendations; considering cost would be an in and out expenditure.

Mr. Desmond clarified that vault companies do not open and close graves; that would be someone else or a sexton. The vault company actually stages the committal site with tent, chairs, carpeting, and casket lowering equipment.

Mr. Stern concurred with Mr. Desmond, and added that vaults are usually bought in bulk to increase profits for the cemetery; therefore others must be used to open and backfill the grave.

Chairperson Gehringer asked Mr. Stern what other cemeteries do in the case when they do not have their own equipment to excavate the gravesite.

Mr. Stern expressed that when necessary, cemeteries will rent a backhoe to complete an interment.

Ms. Suter does not agree with using an inexperienced backhoe operator to perform an interment. She would prefer someone who has finesse navigating around cemeteries.

Assistant City Manager Gunter interjected that the people who host the expertise that is expected at Greenwood, are the same people that have been contacted. She also noted that the sexton business is a closed industry and require volume burials to become a priority contract. Therefore, staff built the cost estimate based on housing the entire operation including sexton services.

Mr. Stern countered that the City has a sexton; per City Code, the City Manager is the sexton. He went further to ask Assistant City Manager Gunter how many additional people were added to staff to do the work currently required of the Clerk's office.

Assistant City Manager Gunter replied that she would not be able to answer accurately because currently the Clerk's office is borrowing staff from every City department in support of operations during the current election cycle.

Mr. Stern suggested deferring this item until additional detail and support for the documents presented are available for review, specifically labor costs and equipment inventory. He feels that the document presented is political in nature.

Chairperson Gehringer agreed that the document is not presentable for the City Commission in its present form and requested comment from Director Wood on the viability of DPS providing sexton services at Greenwood.

Director Wood expressed that Mr. Stern made her case as to why DPS should not do the sexton services in-house. She went on to ask why she would hire additional staff and equipment to work approximately seven (7) hours per month. Director Wood does not recommend that the City put themselves in a position requiring additional staff to be on call or notice to service this specialized task in-house.

Mr. Stern contended that the decision is not for the GCAB to make. He sympathized with staff members for not wanting to take on the task; and further suggested that the political document was offered to justify staff wishes.

Director Wood continued that there are no advantages to running this business in-house. While she is able to hire people and run the cemetery as DPS has in the past, the decision for the City rest on ***should*** the department do it. It is a very specialized task and there is no room for error. She went on to confirm that she had two staff members that were referenced before, but they have been out of the business for a long time. Currently there are teamsters and collective bargaining units to consider, and 80% of the DPS staff are new since 2013. She went on to say that after the recession of 2008 people were not replaced so the entire City reduced staff and that is today's reality. The function of DPS changed since 2013; responsibilities have increased, demand is higher, and investing in cemetery operations would not be worth the cost. Director Wood further stated that the City is overseeing the current contract and the agreement is working. She went on to say that this is the best that she has ever seen the cemetery operate, specifically the level of customer service that is being provided under the existing contract.

Mr. Stern, again, requested detail to support the proposed cost of in-house management, and asked why \$1400 is not considered an adequate rate of return for a single burial.

Mr. Stern was excused for a prior commitment.

Director Wood agreed that alternatives are needed for this critical decision, but went on to say that this is an important service offered to the community at a very sensitive and emotional time. She expressed that there has to be agreement among the commission, administration, and boards to trust the firms and contractors that have expertise in this area. She finally noted that the families and funeral homes experience should be an extension of the City's commitment to excellence and reflect the values of the community. Director Wood established that staff is in place to help the GCAB advise City

Commissioners through research and guidance and are happy to continually serve in that capacity.

Chairperson Gehringer commended Director Wood on the points made in her discussion. She expressed support for extending the existing contractor's agreement to keep continuity in the level of service provided at Greenwood and contain cost.

Mr. Desmond commented that whether persons have space reserved in a public City owned, relatively inactive cemetery like Greenwood or a larger corporate cemetery like White Chapel and Acacia that are active and busy; they would still be treated the same.

Parks and Recreation Manager Laird addressed Mr. Stern's concern about the need to purchase new equipment if the City managed the cemetery. She went on to say that during a recent snowstorm, all DPS equipment was being utilized to clear away snow from City streets and walks; based on that type of demand, there would have to be designated equipment specifically for the cemetery.

Mr. Desmond agreed with Parks and Recreation Manager Laird and reiterated that other cemeteries are not interested in collaborating due to the increase in risk and cost.

Ms. Suter pointed out that sales are very important and the City does not have the resources to accommodate that activity. She went on to say that, Cheri Arcome and others in the industry are much better at sales and customer service. She is in support of extending the current contract.

Ms. Schreiner agreed with the risk involved in collaborating with other cemeteries.

Chairperson Gehringer asked if there is an association of small cemeteries like Greenwood that would share in the economies of scale. Ms. Schreiner expressed that it is a great suggestion, if the association existed, but currently Ms. Arcome is the cemetery's answer to realizing economies of scale.

Mr. Desmond expressed that he is not aware of an association, but rather, of a person like Ms. Arcome who oversee services to multiple cemeteries.

No action was taken.

C. NORTHWEST CORNER OF CEMETERY (YAMASKI CORNER) – UPDATE

Assistant City Manager Gunter consulted Ms. Arcome and DPS about this situation and asked for reports from both to bring back to the next meeting.

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

Chairperson Gehringer lead with asking about the status of this approved, budgeted project. While she acknowledged that the City Clerk position had not been filled, she wondered if there was any word on when it would happen.

Assistant City Manager Gunter updated the board on the status of hiring a City Clerk. She also noted that the acting City Clerk, Cheryl Arft is interested in retiring soon.

VI. FINANCIAL REPORT

None

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

VIII. BOARD COMMENTS

- After learning of Acting City Clerk Arft's pending retirement, everyone agreed that she would be dearly missed and much appreciation was expressed for her years of service.
- Vice Chair Buchanan reminded everyone of the Biannual Cemetery Tour scheduled for May 9th. The tour will celebrate 100 years of women's right to vote and honor all the historical women of Birmingham. Alice Hagerman-Thurber 1871-1954 (a Thurber relative and prolific painter) will be featured.

IX. ADJOURN

Chairperson Gehringer adjourned the meeting.

**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, 4th 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

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	\$580,000	\$450,000

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

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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEGAL REVIEW:

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

FISCAL IMPACT:

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

Expenditures:

Professional Services Contract \$22,800

Lawn Care \$16,500

General Maintenance – DPS \$10,000

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

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

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

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

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

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

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

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

ATTACHMENTS:

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

SUGGESTED RESOLUTION:

To authorize the agreement with Creative Collaborations for a term of six months for an amount not to exceed \$22,800 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.

IX. ADJOURN

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

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 4th 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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

WITNESSES:

TRUSTEES OF ELMWOOD CEMETERY

San + Goore

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

CITY OF BIRMINGHAM

Cheryl Craft
Cheryl Craft

By: George Dilgard
George Dilgard
Its: Mayor

Cheryl Craft
Cheryl Craft

By: Laura M Broski
Laura Broski
Its: City Clerk

Approved:

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

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

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

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



ELMW-01

OP ID: PAB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2013

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 / <input type="checkbox"/> N	W2B9164845	06/01/2013	06/01/2014	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> 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**CANCELLATION**

CIT1BIR City of Birmingham Attn: Christian Wuerth 151 Martin Street Birmingham, MI 48009	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 (800) 294-5668	www.desmondfuneralhome.com	\$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	www.casterlinefuneralhome.com	\$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	www.coatsfuneralhome.com									
Coats Funeral Home	3141 Sashabaw Road	Waterford	48329-4042	Oakland	(248) 674-0461	www.coatsfuneralhome.com	\$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	www.coatsfuneralhome.com	\$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	www.dryerfuneralhomeholly.com	\$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	www.dignitymemorial.com	\$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	www.eltonblackandsonhighland.com	\$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	www.eltonblackandsonhighland.com	\$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	www.generationsfuneralservice.com	\$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	www.gramerfuneralhome.com	\$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	www.haleyfuneraldirectors.com	\$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	www.hebrewmemorial.org	\$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 (888) 548-6687	www.hopcroftfuneraldirectors.com	\$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 (888) 271-7770	www.hopcroftfuneraldirectors.com	\$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	www.huntoonfuneralhomes.com	\$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	www.huntoonfuneralhomes.com	\$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	www.huntoonfuneralhomes.com	\$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	www.kinsey-garrett.com	\$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-	www.lawrenceemoonfuneralhomepontiac.com	\$1,545		N	\$950	N		\$1,595	\$595-\$25,995	

Lewis E. Wint & Son Funeral Home	5929 South Main Street	Clarkston	48346	Oakland	(248) 625-5231	www.wintfuneralhome.com											
Lynch & Sons Funeral Directors	1368 North Crooks Road	Clawson	48017	Oakland	(248) 435-0660	www.lynchfuneraldirectors.com	\$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	www.lynchfuneraldirectors.com	\$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	www.lynchfamilyfuneraldirectors.com	\$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	www.lynchfamilyfuneraldirectors.com	\$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	www.mccabefuneralhome.com	\$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	www.mercyfunerals.com	\$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	www.modetzfuneralhomes.com	\$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	www.modetzfuneralhomes.com	\$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	www.modetzfuneralhomes.com	\$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	www.obriensullivanfuneralhome.com	\$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	www.phillipsfuneral.com	\$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	www.pixleyfh.com	\$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	www.pixleyfuneraldavischapel.com	\$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	www.godhardt-tomlinsonchapel.com	\$2,190	N	N	\$1,575	N	Y	\$895	\$695-\$8,895			
Price Funeral Home	3725 Rochester Road	Troy	48083	Oakland	(248) 689-0700	www.pricefuneralhome.net	\$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	www.sawyerfuller.com	\$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	www.simplefuneralsinmichigan.com	\$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	www.southfieldfuneralhome.com	\$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	www.sparksgriffin.com											
Sparks Griffin Funeral Home	111 East Flint Street	Lake Orion	48362	Oakland	(248) 693-8336	www.sparksgriffin.com											
Spaulding & Curtin Funeral Directors	500 West Nine Mile Road	Ferndale	48220	Oakland	(248) 544-0500	www.spauldingcurtin.com	\$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	www.swansonfuneralhomes.com											

Chapel																	
Thayer - Rock Funeral Home	33603 Grand River Ave	Farmington	48335	Oakland	(248) 474-4131	www.thayer-rock.com	\$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	www.thedorfmanchapel.com	\$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	www.edwardkorkoianfuneralhome.com	not listed			\$695	Y	N					
The Heeney-Sundquist Funeral Home	23720 Farmington Road	Farmington	48336	Oakland	(248) 474-5200	www.heeney-sundquist.com	\$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	www.irakaufman.com	\$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	www.wesselsandwilk.com	\$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	www.sullivanfuneraldirectors.com	\$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

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



REQUEST FOR PROPOSALS For Greenwood Cemetery Professional Management Services

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INTRODUCTION

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

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

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

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

REQUEST FOR PROPOSALS (RFP)

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

INVITATION TO SUBMIT A PROPOSAL

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

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

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

INSTRUCTIONS TO BIDDERS

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

EVALUATION PROCEDURE AND CRITERIA

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

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

TERMS AND CONDITIONS

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

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

SERVICE PROVIDER'S RESPONSIBILITIES

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

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

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

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

CITY RESPONSIBILITY

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

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

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

INDEMNIFICATION

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

CONFLICT OF INTEREST

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

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

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

SCOPE OF WORK

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

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

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

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)	\$
	\$
	\$
TOTAL BID AMOUNT	\$
ADDITIONAL BID ITEMS	
	\$
	\$
GRANDTOTAL AMOUNT	\$

Firm Name_____

Authorized signature_____ Date_____

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

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

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 1st. Planters so removed will be sold for cartage and storage charges, or destroyed, if not claimed within a period of one year.
- f. No person shall plant, cut down, remove, or trim any tree, shrub, or plant within the cemetery except by permission of the Superintendent, or a person authorized by him/her to act in his/her stead in matters pertaining to the cemetery.
- g. The planting of flowers on any lot, or otherwise disturbing the sod, shall release the City or its designated contractor from all obligation to resod without extra charge therefore. The planting of spirea, rose bushes, peonies, or shrubs that grow over three feet in height, will not be permitted.
- h. As soon as flowers, floral pieces, potted plants, flags, emblems, etc., used at funerals or placed on grave at other times, become unsightly or faded, they will be removed, and no responsibility for their protection will be assumed, except for special groups upon notification to the City or its designated contractor.
- i. The Superintendent reserves the right to remove from beds, graves, vases, planters, or other containers, all flowers, potted plants, or other decorations, that are set out and then not kept properly watered, trimmed and free from weeds, and to do so as soon as they become objectionable.

VI. MONUMENTS, GRAVE MARKERS AND FOUNDATIONS

MONUMENTS

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

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

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

MARKERS

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

FLUSH MEMORIAL SECTION – AREAS PLOTTED AFTER JANUARY 1, 2015

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

VII. FUNERALS, INTERMENTS AND DISINTERMENTS

INTERMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

DISINTERMENTS

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

VIII. BURIAL RIGHTS POLICY

Lots purchased from the City after October 1, 2014:

Full grave

One casketed remains and two cremated remains

- or -

Up to three cremated remains

Cremation grave

3 x 2 feet one cremated remains

3 x 4 feet two cremated remains

Lots purchased prior to October 1, 2014:

Full grave

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

- or -

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

IX. LOT 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

GREENWOOD CEMETERY ADVISORY BOARD
MEETING MINUTES
WEDNESDAY, APRIL 15, 2020 AT 12:00 NOON
VIRTUAL MEETING

I. CALL TO ORDER

Darlene Gehringer, Chairperson, called the meeting to order at 12:00 noon.

II. ROLL CALL

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

Absent: Kevin Desmond

Administration: Assistant City Manager Gunter, Assistant to the City Manager Gallagher, DPS Director Wood, Parks and Recreation Manager Laird, Acting City Clerk Arft, and City Clerk Designee Bingham

III. APPROVAL OF MINUTES

A. APPROVAL OF MEETING MINUTES OF MARCH 6, 2020

MOTION: Motion by Member Suter, seconded by Member Schreiner:
To approve the minutes as corrected.

ROLL CALL VOTE: Ayes, Member Suter
Member Schreiner
Chairman Gehringer
Vice Chair Buchanan
Member Peterson
Member Stern
Absent, Member Desmond

IV. NEW BUSINESS

A. CEMETERY SERVICE PROVIDER CONTRACT

Assistant City Manager Gunter presented this item.

- At the March 6, 2020 meeting, alternatives to the existing contract were discussed at length.
- The GCAB agreed to review the options and reconvene in April to make a final recommendation for submission to the City Commission.

Member Peterson noted:

- The six-month trial period on the existing contract terminates on May 6, 2020.
- Ms. Arcome, dba Creative Collaborations, LLC, agreed to the trial period to help the City retain continuity in cemetery operations.

-
- She is in support of extending the service provider's contract.

Member Peterson asked:

- What is the length of the proposed contract
- Would there be an increase in the cost of the contract if renewed.

Assistant City Manager Gunter replied:

- The initial agreement was for a term of six months.
- The proposed amendment to the contract would be a one-year agreement to renew annually.
- The termination provisions would be the same.
- If a more viable solution is discovered in the future, the City has the flexibility to move forward with that solution.
- The cost of the contract did not change.

Member Stern expressed:

- He had three pages of notes relative to Assistant City Manager Gunter's memorandum in the agenda packet.
- He has 35 years' experience in the cemetery business and it is dear to his heart.
- Concern for the City Manager as a member of the Rotary Club and a future candidate for the Office of the Presidency, and in keeping his current position if he recommends the proposed contract to the City Commission.
- He would be willing to send Ms. Gunter his notes to save her from trying to transcribe them.
- That he has not seen a concise financial report since the first quarter of 2019 and feels that he has been left out of cemetery financial reporting for a year. In prior years, he remembered good quarterly reports.
- Concern over the City's practice of collecting cash and that it should be brought to the attention of the auditors.
- He asked if sales proceeds had been deposited into the perpetual care fund.
- The report before him lacks detail for anyone to make an evaluation and he wonders if the GCAB is being hoodwinked.
- The vendor invoices should be shared with the GCAB to have an understanding of what is being paid out.

Assistant City Manager Gunter:

- Requested time to speak from the Chair to address some of the statements made by Mr. Stern.
 - With respect to quarterly statements, she went on to state that the task of Creative Collaborations, LLC is to provide the City with information and the City in turn provides that information in report form to this board.
 - With respect to an auditor's opinion on the City's practice of collecting cash, there have been no questions in the past on how current practices have worked in other operations. She went on to say if it were the will of the GCAB, she would pursue an opinion from the auditors, just to not have this conversation again moving forward.
 - Relative to the perpetual care fund, in terms of being a burden on the City's budget, it is the goal of the City to have it 100% funded; thereby applying sales
-

proceeds to this account to relieve the burden for future years. The City Manager supports this practice, and it is the most prudent preference for the City at this time.

- Lastly, relative to alleged inflated cost, the rates are set by the City and the invoices that the Assistant City Manager approves are consistent with the rate sheets.

Member Stern continued with his analysis of the suggested resolution:

- He thanked Assistant City Manager Gunter for her comments and expressed that they reinforced his point that the advisory board must make sure the invoices are accurate.
- Creative Collaborations, LLC coordinates with DPS and the monument company who in turn coordinates with other contractors; so he asked how ~~does~~ that translates into managing, and are work orders created.
- If Creative Collaborations, LLC practices GAP accounting, he would like to see the reports supporting the practice.
- Clerical estimates are inflated and again, the reports are unacceptable. In addition, the burial statistics identified in the report are identical to national statistics.

Assistant City Manager clarified that in addition to coordinating the grounds maintenance and monument services, Creative Collaborations, LLC oversee the activities.

Chairperson Gehringer called for a point of order to interrupt Member Stern and move forward with the agenda.

Vice Chair Buchanan pointed out that the cost of burials and cremations are paid by the bereaved families and passed on to the contractors.

Chairperson Gehringer called on DPS Director ~~Woods~~Wood for a synopsis of her comments from the last meeting with respect to the labor burden for DPS to take on this new business.

DPS Director ~~Woods~~Wood obliged the board and reiterated that she does not have the staff to support cemetery operations. Prevailing wages for staff would be the critical component.

Chairperson Gehringer led a discussion on automatic annual renewal versus annual renewal of the service contract.

Member Suter expressed that she would like to be sure that reports are submitted timely to the GCAB so that everyone could stay informed. She supports annual renewals based on contractor performance.

Member Peterson reminded everyone that she remembers receiving quarterly reports listing services performed, cost of those services, and profits gained. She went on to say that the reporting was very thorough.

Acting Clerk Arft confirmed that there was a lag in providing reports to this board during the past year due to the staffing shortage in the clerk's office and election cycle demands. She went on to say that reporting would resume soon; and would be based on the information received from Creative Collaboration, LLC.

Member Stern commented that the last report was in the first quarter of 2019.

DPS Director Wood requested a "go back" adding that staffing for weekend burials would require overtime hours.

Member Stern pointed out that burials are not generally performed on Sunday or legal holidays unless approved by the commission, and they would incur additional costs.

Chairperson Gehringer asked for a motion.

Vice Chair Buchanan asked if the board was proposing to change the language in the suggested recommendation.

Assistant City Manager Gunter offered to provide the rationale for the automatic annual renewal language.

Chairperson Gehringer expressed that Assistant City Manager Gunter could just take out the word automatic.

Assistant City Manager Gunter agreed.

MOTION: Motion by Vice Chair Buchanan, seconded by Member Peterson: To recommend that the City Commission authorize the amended contract agreement with Creative Collaborations, LLC to act, on behalf of the City, as the service provider to the Historic Greenwood Cemetery for a term of one year with annual renewals until either party exercises the termination provisions as stated in the contract. The annual contract is set for an amount not to exceed \$45,600, which will be paid from account #101-215.000-811.0000.

ROLL CALL VOTE:	Ayes,	Vice Chair Buchanan
		Member Peterson
		Chairperson Gehringer
		Member Schreiner
		Member Suter
	Nay,	Member Stern
	Absent,	Member Desmond

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

None

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

VIII. BOARD COMMENTS

Chairperson Gehringer thanked the board for the many constructive comments and for the individual participation. She noted that this was the first Zoom conference that she had participated in and it was a good experience.

IX. ADJOURN

Chairperson Gehringer adjourned the meeting at 1:00 p.m.



MEMORANDUM

Clerk's Office

DATE: April 5, 2021

TO: Greenwood Cemetery Advisory board

FROM: Leslie Pielack, Museum Director

SUBJECT: Cemetery History/Terminology Update
GIS Mapping and Survey Planning Update

Cemetery History/Terminology Update: In the quickly evolving cultural world and social justice movement, terminology that has been in common use has received new scrutiny. This is the case with many historical terms and other naming conventions referring to social and cultural groups now increasingly seen as inappropriate or even offensive. Such is the case with the term 'potter's field,' customarily used to describe areas of historic cemeteries that were used for paupers or those of lower social status or other marginalized groups. As it is in the interests of the public and the City to identify these terms as they arise and substitute more appropriate terms, the Museum Director is researching the matter and will suggest possible substitutes at the May Greenwood Cemetery Advisor Board Meeting.

Data Collection and GIS Mapping Goals: The Birmingham Museum has been collaborating with the Clerk's Office to accumulate and document information about historical areas of Greenwood Cemetery. Ultimately, this will help establish more accurate biographical and baseline information about the people buried there, the condition of historic markers, and other related data. This information will be helpful for later research internally within the City as well as to provide future information for public access purposes. It will also help determine the nature of future consultant services in the areas of preservation planning for the cemetery as an important public and historic resource. The cemetery's long history has resulted in numerous record keeping methods and documentation formats. A centrally located electronic database for internal use by the City will allow various departments to access a range of information as needed to provide public services such as facilitation of sales, biographical and location information for those buried in Greenwood, and planning reference for care, maintenance, and physical management of the site. Establishing the best basis for coordinating all the information has involved multiple City departments, and is still in process. The most useful tool for all this appears to be the GIS data map.

GIS Mapping Status and Condition Assessment of Historic Areas: The Planning Department has completed the first step in GIS mapping of the cemetery and has integrated the location of existing trees into the map. Some, but not all, of the basic information has been added to the database regarding those buried at Greenwood. This project is labor intensive and it is anticipated that it will take several months to complete this phase. Another important source of data to enter into the database in the future is condition and identification information for markers in the cemetery. While the need for preservation

seems obvious, it is crucial to pursue intervention very carefully, as well-intentioned efforts to preserve markers have resulted in irreversible losses in many historic cemeteries across the country.

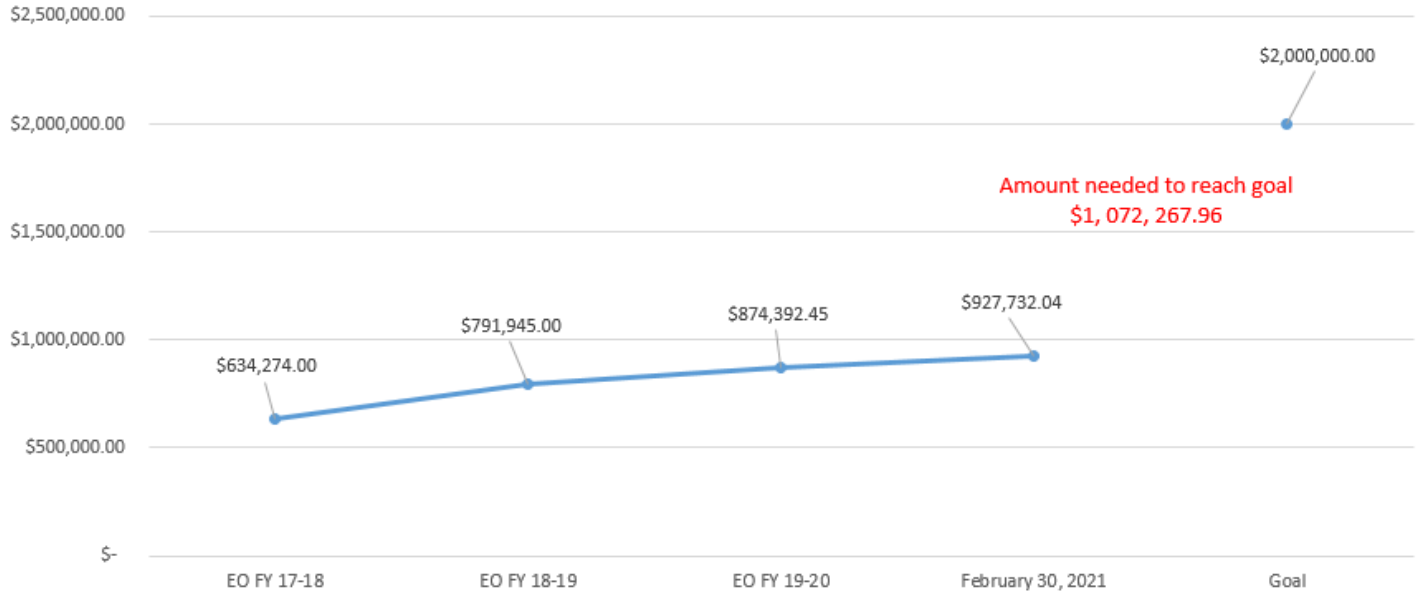
Survey Plan-The first step is to document baseline information and capture existing conditions of monuments and markers. Survey techniques and approaches for documenting historic buildings are well suited to this project. With advance training, volunteers will work in teams in assigned areas of the cemetery to collect information according to a pre-determined format. A proposed check sheet will be developed based on others in use around the country to collect the necessary information about each marker including descriptive information, condition information, and other data. Digital photos will be taken to accompany the survey data. Collected data will be added to the GIS central database as appropriate.

The Museum Director is in the process of researching best practices for historic cemetery surveying and will propose a plan to the GCAB in May or June. The Board will decide the final parameters of the inventory such as cemetery sections, dates/periods of markers to be included, and extent of information to be collected. Training, team assignments, and final data will be coordinated with the Museum Director for further use by the City. The GCAB will be able to use this data to determine the need for an outside consultant in marker preservation and in developing its Long Term Plan for the cemetery toward the latter part of 2021. This project will also help connect the GCAB with other volunteers in the community who are interested in Greenwood and provide another opportunity to appreciate our historic and beautiful cemetery.

REPORTS

Financial

Greenwood Perpetual Care Fund



Sales

Greenwood Cemetery Sales and Availability		
	Sec B	Sec C
December 2020	1 * from approved grave release on 12/21/20	0
January 2021	1 * from approved grave release on 12/21/20	0
February 2021	0	0
March 2021	0	15 PENDING
Total Sold	2	~
Total Available Under Current Authorization	0 *	5
Total Available (Not Released)	162	
<p>* Data provided as of 3/25/2021</p> <p>*On 1/29/21 Cheri noted that graves 1 & 2 in Section C rows 18-A & 19-A are not able to be used due to obstructions.</p> <p>* on 3/25/21 Row 19-A 1,2,13,14,16 Obstructed by Trees</p>		

Burials & Activity

	Sec B		Sec C		Other		Total by Month	
	Full	Crem	Full	Crem	Full	Crem	Full	Crem
December 2020	1				1	3	2	3
January 2021					1		1	
February 2021	1				2		3	
March 2021 (data will be reported by next GCAB meeting)								
Rolling Quarter Total by Sections	2	0	0	0	4	3	6	3

Clerk's Office – Update on Ongoing Projects

City Commission – Grave Price Increase

On March 22 the City Commission approved our suggested resolution to increase grave prices to \$4,000 for plots that accommodate 1 full burial or up to three cremains effective immediately. Motion by Commissioner Sherman and seconded by Commissioner Host, 7 ayes, 0 nays.

Clerk's Office, Museum Staff & Creative Collaborations

The Clerk's Office and Museum Director met and spent several hours with Cheri Arcome on Thursday, March 25th to review the available graves and consider the next grave release. The conversation continued to cover various cemetery management topics as well as best practices and strategies for cemetery record keeping.

Data Entry for GIS Mapping

The clerk's office is consciously reviewing, confirming and updating cemetery records, scanning paper documents and attaching them to our digital records in pursuit of improving our working database to make our record searching and reporting faster and more efficient.

Mastering our record keeping and data tools will allow us to be more strategic when we revisit the issue of Ground Penetrating Radar.

This will be a very intense and time consuming project for the Clerk's office and Museum staff and will likely take several months before we can fuse this data into the GIS map for public reference.

We are also exploring the ability to add layers to the GIS map that can help with showing trees within the cemetery.

Ground Penetrating Radar

The Clerk's Office needs more time to gather research and information before bringing this issue back to GCAB for consideration and direction.

Future Landscaping Plan

The Clerk's office is gathering information and data to bring this topic before GCAB for the June or July meeting. The Clerk's office is coordinating with DPS to schedule a meeting date (weather permitting) with

Cheri Arcome and an arborist to evaluate the cemetery. We are looking at the possibility coordinating the arborist meeting with a regular GCAB meeting to be held in the cemetery.

April & May

Creative Collaborations and the City of Birmingham's DPS staff schedule time with respect to the weather to top dress, seed or reseed and complete and additional cleanup in the spring.

Markers and memorials can start being delivered and installed on April 1st.

Creative Collaborations and the City of Birmingham's DPS staff schedule the regular spring fertilization.

Turf Improvement

Cheri Arcome of Creative Collaborations suggested and has been working closely with the City of Birmingham's Department of Public Services to improve the turf on cemetery grounds beyond the regularly scheduled maintenance and fertilizations.



CITY MANAGER'S REPORT

March 2021

Baldwin Public Library

The Library reopened to the public on February 8 for Grab and Go service. [Curbside Pickup](#) and Grab & Go services are both available seven days per week and [virtual programs](#) for all ages are ongoing. The Baldwin Public Library Board named Karen Rock as its newest trustee at a Special Board Meeting on February 23. Ms. Rock will serve a partial term that ends on November 1. The Library is in the process of hiring a new Head of Adult services after Maria Williams, the former Head of Adult Services, resigned on February 26. A public budget hearing was held on Monday, March 15 at 7:30 p.m. to consider the 2021-2022 budget for the Baldwin Public Library.

The Birmingham Museum

Usually, March is the time of year when we are preparing for 2nd grade students to make their annual site tour of the museum. We generally host almost 500 students, teachers, and parents in guided tours geared toward local history curriculum requirements.

Due to the COVID crisis last year, the museum created a seven-part video tour of the Hunter House to provide a virtual experience for students. This year, we have expanded our student virtual tours with a companion video series that takes an in-depth look at selected artifacts in the Hunter House that relate to Birmingham's early days. The videos will be launched on the museum's YouTube channel the last week in March and will be promoted to teachers and students through the schools, the Baldwin Public Library, and through the museum's social media.

Birmingham Shopping District

The Birmingham Shopping District is pleased to report that they had an overwhelming response to the Birmingham Restaurant Week promotion. Although they initially budgeted \$20,000, due to high demand, they reallocated funds and distributed over \$40,000 in Birmingham Bucks to members of the community. This money will be spent with local retailers and restaurants.

The BSD is also proud to have partnered with the fire department and Oakland County to distribute over \$100,000 in restaurant relief grant money and equipment. They are also providing PPE to Birmingham businesses. A new website for the shopping district is scheduled to be unveiled this month.

Building Department

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

Clerk's Office

Greenwood Cemetery

Cemetery Operational Procedures, Conditions & Regulations

The GCAB is planning on reviewing the entire document over their next few meetings to update language and make sure the rules and regulations of Greenwood Cemetery fit the cemetery's current needs.

Data Entry for GIS Mapping

The Clerk's Office and Museum Director met and spent several hours with Cheri Arcome on Wednesday, February 10th to study the various cemetery records we keep and to develop a deeper understanding of the records and naming conventions to help with the data entry for the GIS map.

This meeting sparked some ideas for ways the Clerk's office can update our records to more current formats. Currently a lot of our records are still kept with books that include handwritten data entry and mapping. We will be looking for more digital solutions that work alongside our BSA-Cemetery Management database that will be more current with technology and easier to preserve. We will work toward linking documents such as deeds and lot maps to the BSA records. The old books that we currently use alongside the BSA software are showing obvious signs of wear/aging and need to be handled carefully.

This will be a very intense and time consuming project for the Clerk's office and Museum staff and will likely take several months.

Future Landscaping Plan

The Clerk's office is in communication with DPS to schedule a meeting date (weather permitting) with Cheri Arcome and an arborist to evaluate the cemetery, stay tuned!

Cemetery Fee Schedule

The Clerk's office is working with Cheri Arcome of Creative Collaborations & DPS to update the current fee schedule, which will be reviewed at the next GCAB meeting and coming to a City Commission meeting soon. Conversations are also happening with the finance department to structure online payments so families and owners in Greenwood Cemetery can have more convenient options to pay for plots and services.

Greenwood Cemetery Website

Since the last GCAB meeting the City Clerk's office realized that although there is some information about the Cemetery on the City's website, the majority of the content is linked to a third party site. Instead of sending our visitors to a third party site we have moved all of the content from the old <https://greenwoodhistoriccemetery.org/> site and now all of the information is housed and maintained through the City's website at bhamgov.org/cemetery.

Ground Penetrating Radar

The Clerk's Office needs more time to gather research and information before bringing this issue back to GCAB for consideration and direction.

March is Cemetery Cleanup Month!

Creative Collaborations coordinates time with the City of Birmingham's DPS staff to clean up all grave blankets and Christmas decorations that will get picked up along with any other debris.

April & May

Creative Collaborations and the City of Birmingham's DPS staff schedule time with respect to the weather to top dress, seed or reseed and complete any additional cleanup in the spring. Markers and memorials can start being delivered and installed on April 1st. Creative Collaborations and the City of Birmingham's DPS staff schedule the regular spring fertilization.

Turf Improvement

Cheri Arcome of Creative Collaborations suggested and has been working closely with the City of Birmingham's Department of Public Services to improve the turf on cemetery grounds beyond the regularly scheduled maintenance and fertilizations.

Ethics Board

The Ethics Board has met to hear two cases so far this year and will be reviewing their draft opinion on case 2021-01 on Monday, March 15th. Case 2021-02 was dismissed.

Hybrid Meetings

The IT Department and City Clerk's office are working together to structure hybrid public meetings as a more accommodating option for the future.

Liquor Licenses

The pending liquor licenses will be reviewed at the March 22nd City Commission meeting. Ten of the pending restaurants have resolved their violations and one establishment has an outstanding violation. All issues need to be resolved by March 15th. After the March 22nd meeting, all Liquor License applicants that were approved will be sent invoices for their annual liquor license renewal fee of \$350 with the City of Birmingham. Once payment is received the license will be issued by the City Clerk's Office.

Pet License

Pet license renewal post cards are being sent out at the beginning of each month now and have shown to be very effective. The Clerk's office has been receiving a ton of pet license renewal applications in the mail and online. We are working on updating our postcards to have the pet license website link for online renewals.

Outdoor Dining

The deadline for outdoor dining licenses was at the beginning of March. Licenses are now going through the approval process and will be issued by April 1, 2021. License application fees are

being charged on schedule. The City will begin charging for the use of City property for outdoor platforms beginning July 1, 2021.

Special Events

A lot of Special Event applications are being turned in to the Clerk's office right now. At the March 22nd City Commission meeting, the Common Ground's Art Fair will be asking for approval. At the April 12th City Commission meeting The Michigan Parkinson Foundation's walk and the City of Birmingham in the Park Concert Series will be asking for approval.

Board Vacancies & Upcoming Appointments

There are upcoming board appointments on the following boards at the March 22nd Meeting:

- Parks & Recreation
- Multi-Modal Transportation Board
- Cablecasting Board

Government Day

The City's annual Celebrate Birmingham Hometown Parade is a beloved tradition that regularly occurs in May. The celebration serves in part to recognize residents who give their time and talents as members of City boards and commissions. In light of the current statistics and progression of the COVID-19 pandemic, the in-person gathering of the celebration is canceled. The City still wishes to show gratitude for its volunteers and has an alternative way to celebrate Birmingham. The City Clerk's Office would like to celebrate our board members in a safe way with an appreciation video that includes each board/commission's accomplishments and photos of members with a scheduled release date of May 16, 2021. We encourage everyone to view the appreciation video on our website: www.bhamgov.org/parade.

Department of Public Services

Below are some noteworthy happenings in the Department of Public Services (DPS).

- Due to the rising temperature the past few weeks, water main breaks have been plentiful this year. DPS crews have been very busy between road patching and water main break repairs. Both issues dominate our time once the weather begins to warm up. After the winter freeze and thaw begins, it affects the roadways and underground infrastructure. So far, there have been sixteen (16) water main breaks during 2021. The total number of water main breaks during 2020 was twenty-four (24).
- Spring is official on March 20, 2021 and the golf community is anxiously waiting to return to Springdale and Lincoln Hills Golf Courses. The three-year golf cart lease ended last season. We have provided used golf carts for the golf members at both courses, which has been the standard for over twenty years. For the next three or five years we are exploring other lease opportunities to provide the members newer more reliable equipment. We have evaluated our best options for leasing golf carts in the most effective and efficient means. These findings will be part of a recommendation from staff at the March 22, 2021 City Commission meeting.

- Andrus Architecture has finalized the design drawings for the Ice Sports Arena Renovation/Additions project. The Parks and Recreation Board reviewed and accepted the design at their March 2, 2021 meeting and the Architectural Review Committee reviewed and provided input on the design for this public improvement project at their March 4, 2021 meeting. The General Contractor request for proposals (RFP) are out on the street and bids for the construction project are due on March 31, 2021.
- Birmingham Golf Course Season Opening Soon! We anticipate Lincoln Hills Golf Club (GC) to open on April 1st, contingent on the weather. Springdale GC should follow a few days later. Our Early Sign-Up Bonus starts on March 15th to March 19th and again on March 22nd to March 26th at Lincoln Hills GC. Clubhouse hours will be 10:00 am until 6:00 pm for this membership renewal. Residents will receive a Complimentary Green Fee (valid through May 31, 2021).
- We anticipate scheduling an invasive species controlled prescribed burn at Barnum Park later in March or early April. This is all contingent upon the weather, the drier the better. This will be the third scheduled burn that continues the maintenance and management of the natural grass areas.

DPS has engaged the services of David Borneman LLC to conduct a prescribed ecological burn at Barnum Park this spring. David has over 30 years of professional experience conducting prescribed, ecological burns. All trained personnel assisting David for this work have prior burn experience and are able to conduct this burn safely.

The purpose of a burn is to stimulate native species to grow more vigorously, and to discourage non-native plants from forming. Non-native (or invasive species) have not adapted to be able to withstand the heat from fire. The prescribed burn is safe. The burn is done in cooperation and with approval from the Birmingham Fire Department. The crew brings water, works in a slow, deliberate manner as to minimize the amount of smoke, and to direct smoke away from any smoke-sensitive areas with safety equipment on hand.

Signs cautioning the public about smoke are placed in appropriate areas. Due to prescribed burns being weather-dependent, it is impossible to predict exactly when it will occur, though it is likely to take place between 12 p.m. and 7 p.m., on a weekday or Saturday. The City will give as much notice as possible as to the date of work, and post to social media outlets and the City website. Neighborhood notification letters are sent out in advance, describing the project and contact information.

Engineering Department

Engineering Department is now scheduling for lead water service replacements for this summer and fall. The City is committed to replacing at least 52 lead water services each year, and we have developed a two-step process for scheduling this work. The first step is to have an initial meeting with the homeowner to conduct an inspection of the existing water meter located in the home, review the temporary entry agreement, discuss schedule openings for the contractor, and answer any questions. After the initial meeting, the work for the contractor is scheduled,

and they will return at that later date to complete the work. We want to get the word out that if any residents have a lead water service, and would like to take part in the replacement program this year, to contact the Engineering Department, or their consultant Hubbell, Roth & Clark who is assisting with this effort.

Finance Department

The Finance Department received seven responses to the RFP for investment consulting services for the retirement and retiree health care system. The Retirement Investment Committee will be reviewing these RFP's and conducting interviews with selected respondents over the next couple of months.

The City Manager has conducted budget meetings with department heads. The budget requests are being further reviewed and compiled into the recommended budget. The recommended budget is tentatively scheduled to be delivered to the City Commission on April 16th.

Board of Review meetings are taking place this month. This is an opportunity for taxpayers to appeal their tax assessment for the upcoming summer and winter tax bills.

Payroll Office Coordinator Ruth Rowland is retiring after 28 ½ years of service. Her last day will be April 1, 2021. She will be missed!

Fire Department

In the month of March, the Fire Department will be recertified at Emergency Vehicle Driver Training. This is an annual emergency vehicle drivers training course that is both classroom and practical based. Ice and water rescue training will also be ongoing this month on Quarton Lake. This time of year the ice can be unpredictable and its a good time to practice safe ice rescue techniques and procedures.

The Fire Department will continue to apply for various CARES act and Public Assistance grants related to COVID-19. Oakland County officially declined the Fire Department's request for vaccines due to the lack of other Oakland County fire departments willing to participate in the program. Chief Wells continues to explore other options for receiving the vaccine directly from the government.

Information Technology

The IT department is currently working on modifying our video production system to allow for Hybrid Meetings. This will allow the continuation of Zoom communication once we go to live meetings.

We are also currently working on upgrading the equipment in the DPS conference room to allow for live streaming from that room and are working on securing a grant to help cover the cost of those upgrades.

Manager's Office

Communications

The website team is reviewing bids received from the City's Website Redesign & Hosting RFP. We will be meeting with select vendors in April.

Residents will receive the spring newsletter around April 1, 2021. This edition includes updates about spring events, the Citywide Master Plan, child safety seats, construction projects, the Parks & Recreation Bond, Junior Golf and more.

Stay In Touch postcards promoting the Citywide Email System and the City's social media accounts are being mailed to all residents in the March, April and May water bills.

Earlier this month the communications team published a new [animated video promoting the Citywide Email System](#). The video was included in the March Around Town e-newsletter and posted via the City's social media channels.

The communications and website teams are developing the City's new public engagement tool, Bang the Table, which is expected to launch in April.

Human Resources

MERC Election Process

The Teamsters Local 214 now represent employees in the Department of Public Services. The Technical, Professional & Officeworkers Association of Michigan (TPOAM) have filed with the Michigan Employment Relations Commission (MERC) to represent this group. MERC calls this a Certification of Representative election.

There has already been a telephone conference with all parties establishing the election process. The City provided all the names of eligible employees working on February 11, 2021 along with their addresses to MERC and both unions. Notice of the election and a copy of the ballot were posted in all buildings where these eligible employees work on 3/4/21.

MERC will mail the ballots out on March 12 and they are due back to them by March 31. On April 1, the ballots will be counted and the union that has 50% plus one vote wins.

The Teamsters current labor agreement with the City expires June 30, 2021.

Miscellaneous:

American Rescue Plan

The Southeast Michigan Council of Governments (SEMCOG) recently published an article about the American Rescue Plan (ARP) and what it means for local governments. Unlike the CARES Act of 2020, every county, city, village, and township will receive funds under the plan. The article addresses how and when funds will be distributed, in addition to how and when the funds may be used. SEMCOG provides a [spreadsheet](#) showing the City of Birmingham will receive \$2,111,917. Access the article and complete spreadsheet

at <https://www.semcog.org/blog/what-the-american-rescue-plan-act-means-for-local-governments>.

Code Assistance Officer

At the direction of the City Manager, Code Enforcement has been renamed Code Assistance.

The word enforcement connotes more of a police function when the purpose of this division of the Building Department is to work with residents, builders and developers, and to make sure City ordinances, which focus on safety concerns, are addressed.

Code compliance is a very important issue in the City. Working with residents rather than punishing them is always preferable.

D48th's Michigan Indigent Defense Commission (MIDC) Grant/Indigent Defense Program

Nicole M. Smithson, a Regional Manager for the Michigan Indigent Defense Commission, recently presented to local communities regarding a grant between the State of Michigan, MIDC, Department of Licensing and Regulatory Affairs, and the 48th District Court. The grant would enable a new process for appointing defense attorneys for indigent individuals. Download the [presentation](#) and [meeting notes here](#).

DTE Update on Moving Electrical Infrastructure Underground

A recent correspondence from a DTE representative in regards to moving electrical infrastructure underground states, "I have done some preliminary research into other municipal requests to bury electric infrastructure. We believe that based on current equipment and labor costs, it would cost approximately \$3-5 million per mile to underground electric service. However, this does not include the costs that would be incurred by the City to bury cable or communication providers along those same routes. We would be happy to study this further for you to provide a better estimate to underground electric service in Birmingham for locations that are looking to pave unimproved roads."

Highway Noise Barriers

Visit <https://undark.org/2017/12/27/highway-noise-barrier-science/> to read an article regarding the effectiveness of highway noise barriers.

Virtual Meetings

On Monday, March 15, the City received the following message from Senator McMorrow's office regarding virtual meetings:

Good Morning All-

We wanted to check in regarding the extension of virtual meetings in OMA.

As we discussed in our meeting on this issue at the end of last year, the conversation around changes to the OMA is a broader one that needs to happen in the legislature.

Our local governments and our residents have expressed how virtual meetings have increased access and public participation to their local councils, commissions, and boards- this is something we should be encouraging. We remain committed to working with our colleagues in the legislature and with MML to have this broader conversation about how we need to adapt the OMA to reflect what we've learned and experienced over the last year during this pandemic.

That being said, I know that there is a more immediate need for an update to the bills from last year. Governor Whitmer has expressed to legislative leadership that she would like the legislature to extend the ability for local governments to meet virtually. Unfortunately, as of last week, Republican leadership has not been receptive and right now it is unlikely that bills will move to extend the virtual meetings provision past the end of the month.

I'll be keeping in touch with MML on their conversations with in the House and Senate and if we get any further updates I will be sure to share them.

Sincerely,

Molly Korn

Chief of Staff

Office of State Senator Mallory McMorrow

Woodward Avenue Tunnel

Following the discussion regarding the Woodward Avenue tunnel last month, the City received the following photos from Joe Valentine showing the inside of the tunnel.



Planning Department

The Hawthorne Building at 361 E. Maple is being reviewed at the Historic District Commission for a 3-story addition proposed on the 1-story historic building. The applicant has previously sought the de-designation of the building as a historic resource. The HDC is now considering the addition's potential effect on the historic resource in relation to the Secretary of the Interior's Standards for Rehabilitation.

Police Department

1. Detective Sergeant, Mike Simpson has been selected by the Birmingham Optimist Club as their "Respect for Law Enforcement" recipient for 2021 for his service and dedication to the students and community of the Birmingham Public Schools. Det. Sgt. Simpson is currently assigned to the Investigative Division and acts as the Department's school liaison officer.
2. Officer Jeff Whipple, currently assigned by the Department to the FBI's Financial Crimes Task Force, was the lead investigator on a major case involving unemployment insurance fraud. Off. Whipple's investigation led to the arrest of a Detroit resident responsible for defrauding the State of Michigan out of \$180,000 worth of false unemployment benefits. The defendant was charged with wire fraud, fraud in connection with devices and aggravated identity theft.
3. After successfully completing the mock assessment for MACP Accreditation, the Department is addressing concerns raised during the mock assessment and has been assigned April 20 and 21st for the Department's final assessment. The final assessment includes two days of ride-alongs by assessors, a dedicated open phone line for residents to comment on the Department and an in-depth analysis of department policies, procedures and proofs of compliance. If successful, the department will receive its accreditation in June of 2021 from MACP.
4. The joint Mental Health Co-Response Program with the City of Auburn Hills, Bloomfield Township and the Oakland County Health Network continues to move forward. In joint meetings, the following took place: an interlocal agreement was written and will be submitted shortly for legal review; policies and procedures for the social worker were developed for operations; the records management system was developed and is now being reviewed by I.T. professionals for suitability. Training classes in advanced crisis intervention are in the planning stages for both July of 2021 and October of 2021.
5. The police department has reached out (voicemail message and email sent to Ms. Manoogian's Legislative Aide/Constituent Services Erin Panter) to State Representative Mari Manoogian in reference to the May 2020 letter we sent her seeking clarification on Michigan Vehicle Code Section 257.707c(3).
6. Birmingham Police Chief Mark Clemence prepared a report for Commissioner Brad Host regarding Woodward Avenue vehicle noise concerns. The report includes information regarding: traffic, pedestrians, parking and the towing of vehicles, and the needs of the police department. [Download the report here.](#)

Future Agenda Items

Download a summary of [future agenda items](#).

Future Workshop Items

Download a summary of [future workshop items](#).