

Agenda



City of Hillsdale Cemetery Board Meeting

February 7, 2018 at 4:15 P.M.

- I. Call to Order**
- II. Roll Call**
- III. Approval of Minutes:** October 11, 2017 Meeting
- IV. Public Comments**
- V. Old Business**
- VI. New Business**
 - A. Discussion Topic: Holiday Hours for Internments
 - B. Agreement with St. Anthony's Cemetery for Internments
 - C. Reappointment of Ms. Victoria Ladd
- VII. ADJOURNMENT**

From: Carol Lackey
To: [Stephen French](#)
Subject: Cemetery Board meeting
Date: Tuesday, January 16, 2018 11:20:52 AM

Clerk French,

I will not be able to attend the February 7, 2018 Cemetery Board meeting due to a prior commitment. I would appreciate copies of any documentation distributed or resulting from the meeting.

Thank you,

Carol Lackey

3750 Duryea Lane

Hillsdale, MI 49242

calackey@comcast.net

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**Cemetery Board
Minutes**

**2nd Floor Conference Room
City Hall**

October 11, 2017

Call to Order:

The meeting was called to order by City Clerk French at 4:15 P.M.

Board members present:

Mr. John Barrett
Mr. Carl "Bud" Heinowski
Ms. Carol Lackey
Ms. Vicki Ladd

Board members absent:

Mr. Jacob Hammel, City Department of Public Services Director

Also present were:

Mr. Frank Engle, City Sexton
Mr. Stephen M. French, City Clerk

Approval of Minutes

Ms. Lackey, seconded by Mr. Heinowski moved to approve the minutes of August 23, 2017 meeting as submitted. By a voice vote, the motion passed unanimously.

Public Comments

No comments were offered.

OLD BUSINESS

There was no Old Business items on the agenda

NEW BUSINESS

A. Expansion at Lakeview Cemetery

Mr. Engle reported there were only 40 graves that remained unsold at Lakeview Cemetery and approximately 10 of those graves were single grave sites. Mr. Engle recommended the Cemetery Board recommend city staff begin the process to expand the cemetery to include a city-owned parcel of land to the south of the existing cemetery. Mr. Engle distributed a draft layout of the expansion which would allow for the addition of nearly 6,000 new grave sites. Mr. Engle noted the expansion would be done in phases, as the city sold between 20 and 40 graves per year. Mr. Engle stated the first step would be to identify trees that could be harvested and begin to clear an access road in the expansion area.

Responding to a question from Mr. Engle, City Clerk French stated he would speak with Finance Director Bonnie Tew to determine if Cemetery Perpetual Care Funds could be used for cemetery expansion costs.

By consensus, the Cemetery Board agreed that an expansion was necessary at Lakeview Cemetery and encouraged city staff to begin planning for this project.

B. Discussion: Review faucets at cemeteries and remove extras

Mr. Engle recommended the Cemetery Board authorize the removal of inoperable water faucets throughout both cemeteries. Mr. Engle stated there were only a small number of faucets that were in use due to the regulations imposed by the Michigan Department of Environmental Quality (MDEQ) in 2016. Mr. Engle recommend the board permit staff to remove the non-working faucets to allow for easier mowing and to remove any trip hazards. Mr. Engle noted that if the water service was expanded in the cemeteries, the existing water lines would have to be replaced and new faucets would have to be installed.

Mr. Heinowski, seconded by Mr. Barrett moved to approve the staff recommendation to remove the inoperable water faucets throughout both cemeteries. By a voice vote, the motion passed unanimously.

C. Next Meeting

The next meeting of the Cemetery Board was scheduled for February 7, 2018 at 4:15 p.m.

Adjournment

The meeting adjourned at 4:52 p.m.

Respectfully submitted,

Stephen M. French, MMC
City Clerk

CEMETERY GRAVE EXCAVATION SERVICES AGREEMENT

This Cemetery Grave Excavation Services Agreement (“Agreement”) is made on this ____ day of ____, 2018, (the “Effective Date”), by and between the CITY OF HILLSDALE, Michigan (referred to as “City”), whose address is 97 N. Broad Street Hillsdale, Michigan 49242, and ST. ANTHONY’S CHURCH, (“St. Anthony’s”), whose address is 11 N Broad St, Hillsdale, MI 49242.

1. *Background.* St. Anthony’s owns a cemetery known as St. Anthony’s Cemetery (“the Cemetery”) and desires to engage City, through it’s Department of Public Works, to perform certain excavation services to open and close grave sites within the cemetery and to otherwise support the safe, legal, and efficient operation of the Cemetery. City desires to be so engaged, in accordance with the terms and conditions contained in this Agreement.

2. *Services.* During the Term of this Agreement, City shall perform those services set forth in Exhibit A (the “Services”), on the terms and conditions contained in this Agreement. On the written agreement of both parties, the Services may be amended from time-to-time during the Term of this Agreement.

3. *Payment.* The St. Anthony’s shall pay City the sums set forth in Exhibit A. St. Anthony’s will pay each invoice submitted to it by City promptly upon receipt.

4. *Term and Termination.* This Agreement shall continue for an indefinite time at the will of the parties and may be terminated by either party upon the provision of thirty (30) days written notice to the other party.

5. *Independent Contractor.* The relationship between the parties is that of independent contracting parties. Nothing contained in this Agreement or the course of conduct between the parties will be considered to form a partnership, joint venture, employment relationship, or any other relationship except that of independent contractor. In performance of the Services under this Agreement, City is an independent contractor with the authority to control and direct the performance of the Services.

6. *Taxes, Benefits, and Expenses.* Except as may be otherwise expressly provided on Exhibit “A” to this Agreement, City is responsible for all expenses connected with the performance of the Services to the St. Anthony’s under this Agreement. City shall be solely responsible to pay all applicable federal, state, and local taxes and to file all related returns and reports in connection with the performance of Services for the St. Anthony’s under this Agreement. City acknowledges that the St. Anthony’s has no obligation to and will not withhold taxes of any kind or nature with respect to the Services performed by City. City shall indemnify and hold the St. Anthony’s harmless to the extent of any obligation of the St. Anthony’s to pay any taxes, whether income or otherwise, including any withholding taxes, social security taxes, unemployment taxes, or disability insurance or similar items in connection with any payments made to City by the St. Anthony’s.

7. *Insurance.* City shall maintain throughout the Term statutory worker's compensation and commercial general liability insurance covering bodily injury, property damage, premises operations, completed operations, and contractual liability, each of which insurance policies shall have limits reasonably satisfactory to the St. Anthony's. City shall also maintain automobile insurance coverage on the vehicle(s) its employees use in the course of the performance of Services for St. Anthony's under this Agreement. The insurance shall be in the amount, with coverage and from an insurance company satisfactory to St. Anthony's. City shall maintain coverage without interruption from the Effective Date of this Agreement until the date of termination of this Agreement; *provided, however*, the coverage provided under all policies must be issued on an occurrence basis. At the request of St. Anthony's, St. Anthony's shall be added as an additional named insured on any insurance policy. Additionally, City shall furnish St. Anthony's with a copy of certificates of insurance, which shall contain an obligation of the carrier to notify St. Anthony's at least 30 days in advance of any cancellation or nonrenewal of the policy.

8. *Warranty.* City warrants that the Services will be performed in a workmanlike manner consistent with all applicable industry, governmental, statutory, and regulatory standards, and free of material defects in workmanship.

9. *Indemnification.* City shall indemnify, defend, and hold harmless the St. Anthony's and its officers, employees, agents, and other representatives from and against any and all claims, losses, expenses, liabilities, demands, obligations, or damages of every kind and nature (including, without limitation, reasonable attorney fees and expenses) (collectively "Losses"), arising out of or related to: (i) any act or omission of City; or (ii) any breach of this Agreement by City. St. Anthony's, in turn, shall indemnify, defend, and hold harmless City from and against any fines, penalties, or other liabilities associated with the operation, maintenance, or repair of the Cemetery, to the extent the fines, penalties, or other liabilities are not caused, in whole or in part, by the negligence or intentional act of City, its employees, agents, contractors, or other representatives.

10. *Assignment.* The rights and obligations conferred under this Agreement may not be assigned or delegated by City without the prior written consent of St. Anthony's. Any attempted assignment of rights or delegation of duties in violation of this Section 10 is null and void.

11. *Notices.* Any notice required or permitted to be given under this Agreement must be in writing and may be delivered in person, by registered mail, facsimile, or by overnight courier addressed to the respective party at the address set forth in the introduction of this Agreement or a changed address as may be given by a party to the other by written notice. Any notice will be considered to have been given when personally delivered or five business days after the date of mailing or one business day after the date of forwarding if sent by facsimile or overnight courier.

12. *Binding Agreement; Successors.* This Agreement will be binding on, inure to the benefit of, and be enforceable by the successors and permitted assigns of the parties; provided, however, that no assignment of this Agreement by City will be effective without the express written consent of St. Anthony's.

13. *Governing Law.* This Agreement is a contract made under and shall be governed by and construed in accordance with, the laws of the State of Michigan without giving effect to its choice-of-law principles. The parties agree that any legal or equitable action or proceeding with respect to this Agreement or the transactions contemplated by it shall be brought only in any court sitting in Hillsdale County of the State of Michigan, or the Western District Court of the United States sitting in Michigan, and each of the parties submits to and accepts generally and unconditionally the exclusive jurisdiction of those courts with respect to it and its property and irrevocably consents to the service of process in connection with any action or proceeding by personal delivery or by the mailing by registered or certified mail, postage prepaid to its address first set forth above. Nothing in this Agreement shall affect the right of any party to serve process in any other manner permitted by law. Each party irrevocably waives any objection to the laying of venue of any action or proceeding in the above-described courts.

14. *Cost of Enforcement.* Each party shall pay all costs and expenses, including reasonable attorney fees, incurred by the other party in enforcing the provisions of this Agreement or in recovering any claims or damages arising from a breach of this Agreement if the other party is successful in its action.

15. *Waiver.* The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of any term or obligation or be deemed a waiver of any subsequent breach.

16. *Severability.* If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision is invalid and unenforceable as written, that provision will be deemed modified in a manner consistent with the intent of the original provision, so as to make it valid and enforceable. This Agreement, and the application of the provision to persons or circumstances other than those with respect to which it would be invalid or unenforceable, shall not be affected.

17. *Nondiscrimination.* City represents and covenants that City shall not discriminate against any employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of race, religion, color, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement, as provided in Section 37.2209 of the Michigan Compiled Laws. City will include, or incorporate by reference, the provisions of this Paragraph 18 in every subcontract it enters into with regard to the performance of the Services under this Agreement, unless exempted by the rules, regulations, or orders of the Michigan Department of Civil Rights, and City will provide in every subcontract that the provisions of this Paragraph 18 will be binding upon each subcontractor.

18. *FOIA.* City understands and agrees that any and all documents provided to St. Anthony's pursuant to or in conjunction with this Agreement and City's performance of the Services hereunder are subject to public disclosure, and City hereby expressly consents to the St.

Anthony's reproduction and release of such documents in response to a request under the Michigan Freedom of Information Act.

19. *Entire Agreement.* This Agreement, including Exhibit A attached hereto, constitutes the entire agreement and understanding between the parties relating to its subject matter and supersedes all other agreements and understandings of the parties, both written and oral.

20. *Counterparts; Facsimile.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission, and a facsimile or electronic version of this Agreement or of a signature of a party will be effective as an original.

The parties have executed this Agreement as of the Effective Date.

THE CITY OF HILLSDALE, MICHIGAN

By: _____
ADAM STOCKFORD, MAYOR

STEPHEN FRENCH, CITY CLERK

ST. ANTHONY'S OF HILLSDALE, MICHIGAN

By: _____

EXHIBIT A
SERVICES TO BE PROVIDED BY CITY

- St. Anthony's' to provide staked layout of all grave site to be excavated.
- City to provide opening (digging) and closing (filling) of graves as directed by the Cemetery Sexton or other person in charge of cemetery operation
- City will level the grave with topsoil provided by St. Anthony's after closing
- City will open/close graves with minimum of 24-hour notice, 48 hours preferred
- Graves will be dug to a depth of 5' (standard practice in City of Hillsdale cemeteries)
- No Sunday, holiday, or observed city holiday burials shall be accommodated
- Rates will be charged at the current opening/closing rates as established by the City of Hillsdale Cemetery Board plus an \$50.00 per site administration fee.

The current fees charged and payable in connection with the services to be provided by the City which are subject to adjustment from time to time are as follows:

Adult 65" or greater casket length grave site	\$ 400.00
Child 36" to 64" casket length grave site	\$325.00
Infant smaller than 36" grave site	\$ 200.00
Cremains interment	\$ 225.00
All Saturday burials	\$ 450.00
All Saturday Cremains interment	\$ 300.00