

Memorandum

To: Honorable Mayor Shetter and members of the Burleson City Council

From: Amanda McCrory, City Secretary

Date: June 1, 2009

Subject: Discussion of amendments to the contract with Burleson Cemetery Operations LLC for management services for Burleson Memorial Cemetery and expenditures of gas well fund money for improvements to Burleson Memorial Cemetery.

Council Action Requested:

Discuss the proposed amendments to the contract with Burleson Cemetery Operations LLC for management services for Burleson Memorial Cemetery and expenditures of gas well fund money for improvements to Burleson Memorial Cemetery.

Background Information:

The City of Burleson signed a contract with Burleson Cemetery Operations LLC on June 28, 2007, for management services of the Burleson Memorial Cemetery (BMC). Burleson Cemetery Operations LLC presented to council an update of the activities at the BMC at the January 5, 2009 council meeting. Members of the Cemetery Board and Burleson Cemetery Operations were present to answer questions and add comments. While some improvements had been accomplished, others were not completed in conformance with the contract. Staff was directed to meet with the Cemetery Board and Burleson Cemetery Operations to remedy this situation.

The Cemetery Board met on January 29, February 11, and March 23, 2009 to discuss and review the contract and capital improvements needed. Taking into consideration the suggestions of the council, the Cemetery Board has the following recommendations:

- The City of Burleson should fund and perform all capital improvements to the Burleson Memorial Cemetery in order to more successfully manage the timeframe and the quality of the improvements. The Capital improvements include:
 - Irrigation

- Roadway resurfacing
- Construction of an entry structure
- The improvements should be funded with monies in the Cemetery Fund, which is now more than \$875,000, including a \$257,782 gas lease signing bonus and \$110,000 surface damage for the gas well site.
- The City of Burleson should amend the following sections of the current contract. (Attachment 1)

Section 2.01(b) – add wording to include development and implementation of master plan in coordination with city staff and cemetery board.

Section 4.01 – allow contractor to keep all income from burial lot and extraordinary burial sales until January 15, 2014 at which time they will begin to pay city 15% of lot sales and 7% of extraordinary into the Endowment Fund.

- Burleson Cemetery Operations LLC will still be responsible for master plan, landscape, visual enhancements and garden development.
 - Lot sales for 2007-2008: 22 lots - \$4,480.96 paid to City of Burleson
 - Lot sales for 2008-2009 (Oct – April): 14 lots - \$2,450.73 paid to City of Burleson
 - Average lot sales is 2 per month

Board/Citizen Input:
Cemetery Board.

Financial Considerations:
Expenditure from Cemetery Fund: 403-0000-101.01-00

Attachments:
Cemetery Contract Comparative Table
Proposed Capital improvements

Staff Contact:
Amanda McCrory
City Secretary
817-447-5400 ext. 277

Cemetery Comparative Table

Current Terms	Proposed Changes
<p>2.02 <u>Additional Management Duties.</u> Contractor shall seek City Council approval for the following:</p> <p>(a) Maintain complete books and records regarding operation of the Cemetery including but not limited: to accounts reconciliation, burial information, general ledger maintenance, inventory and file maintenance and budgeting services. These reports must be furnished to the City by the 15th of each month.</p> <p>(b) Plan, develop and implement a cemetery master plan which includes new burial gardens and other interment facilities, roads, properties, capital improvements and facilities at the Cemetery at its sole expense. (The master plan is more fully developed in Exhibit "A").</p> <p>(c) Maintain all facilities, property and landscaping within the Cemetery in good condition and make repair to such facilities at its sole cost and expense. This provision includes all maintenance and care of the cemetery grounds, including: trees, shrubbery, turf, fencing, irrigation, monuments and cemetery roadways at a level of care consistent with generally accepted industry practices or as determined by the contractor and City staff.</p>	<p>(b) Plan, develop and implement a cemetery master plan in coordination with city staff and the cemetery board which includes new burial gardens and other interment facilities, roads, properties, capital improvements and facilities at the Cemetery at its sole expense. (The master plan is more fully developed in Exhibit "A").</p>
<p>4.01 Contractor shall retain all income from the Cemetery and remit to the City an amount equal to 15% of all burial lot sales to the City Cemetery Endowment Fund. The Contractor is authorized to negotiate installment or pre need plans for the sales of burial lots and services. Such funds will be remitted based on actual dollars collected on both 'paid in full' contracts and installment plans according to the following schedule:</p> <p style="padding-left: 40px;">January 15 April 15 July 15 October 15</p> <p>Contractor further agrees to remit to the City 7% for all burials occurring in extraordinary burial structures. The structures include but are not limited to the following:</p> <p style="padding-left: 40px;">a. Urn Niches b. Scatter Gardens c. Columbariums</p> <p>Contractor agrees that City shall have access to and the right to examine any directly pertinent books,</p>	<p>Contractor shall retain all income from the Cemetery and begin to remit to the City an amount equal to 15% of all burial lot sales to the City Cemetery Endowment Fund beginning January 15, 2014. The Contractor is authorized to negotiate installment or pre need plans for the sales of burial lots and services. Such funds will be remitted based on actual dollars collected on both 'paid in full' contracts and installment plans according to the following schedule:</p> <p style="padding-left: 40px;">January 15 April 15 July 15 October 15</p> <p>Contractor further agrees to remit to the City 7% for all burials occurring in extraordinary burial structures beginning January 15, 2014. The structures include but are not limited to the following:</p> <p style="padding-left: 40px;">a. Urn Niches</p>

<p>documents, papers and records of Contractor involving transactions relating to this contract. Contractor agrees that City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Contractor reasonable advance notice of intended audits.</p> <p>Contractor further agrees to include in subcontract(s), if any, a provision that any subcontractor or consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such consultant or subcontractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all consultant or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. City shall give the consultant or subcontractor reasonable advance notice of intended audits.</p>	<p>b. Scatter Gardens c. Columbariums The rest of the text will remain unchanged.</p>
<p style="text-align: center;"><u>Capital Improvements</u></p>	
<p>Irrigation: Installation, in phases, of an irrigation system for the cemetery property. Phase I will include irrigation of the front portion of the property, primarily the entrance drive and road frontage areas. Phase II will include irrigation of the remainder of the currently developed property. Irrigation of the currently undeveloped property will be completed as such areas are developed. All materials and labor necessary for such a system will be borne by the contractor. The City agrees to pay for water usage necessary to maintain turf, trees and ornamental landscape in a healthy vegetative state. Timeframe: Phase I Within one year from effective date. Phase II within twenty four (24) months from the effective date. Currently undeveloped property as such property is developed.</p> <p>Roadway Improvements: Consisting of a "top coat" on existing asphalt surfaces and repairing cracks and minor breakage in existing concrete surfaces. Timeframe: Within eighteen months from effective date.</p>	<p>The City of Burleson will install an irrigation system for all fenced areas of the Burleson Memorial Cemetery. Irrigation of the currently undeveloped areas will be completed as such areas are developed. All material and labor necessary for such a system will be borne by the City. The City agrees to pay for the water usage necessary to maintain turf, trees and ornamental landscape in a healthy vegetative state.</p> <p>Consisting of a "top coat" on existing asphalt surfaces and repairing cracks and minor breakage in existing concrete surfaces will be constructed by the City of Burleson.</p> <p>Entry Structure Improvements: The City of Burleson will add the improvement of either a brick and/or iron arched entry and secure wrought iron fencing securing the cemetery perimeter. The design and material will be approved by the cemetery board and the city council.</p>

<p>Master Cemetery Plan: A Cemetery Master Plan must be developed in coordination with City staff.</p> <p>Timeframe: Within one year from effective date.</p> <p>This plan must include the future development and improvement of:</p> <ul style="list-style-type: none">a. Landscape: Trees, shrubbery, turf, ornamental grasses, and other such plant materials shall be planted in accordance with the master plan.b. Entry Structure Improvements: These improvements would consist of either a brick and/or iron arched entry and secure wrought iron fencing securing the cemetery perimeter. This fence shall be equipped with a locking gate to prevent unauthorized entry to the cemetery (after hours of posted operation).c. Visual Enhancements: Statues, fountains and other visual enhancement shall be placed at various locations throughout the cemetery in accordance with the cemetery master plan.d. Garden Development: Provide within the master plan, division of the cemetery into various burial units (e.g. scattering gardens, prayer/meditation zones, infants, military).	<p>Master Cemetery Plan: A Cemetery Master Plan must be developed by the contractor in coordination with City staff and the cemetery board. The Master Plan must be completed and approved by staff, cemetery board and council by November 30, 2009.</p> <p>This plan must include the future development and improvement of:</p> <ul style="list-style-type: none">a. Landscape: Trees, shrubbery, turf, ornamental grasses, and other such plant materials shall be planted in accordance with the master plan.b. Visual Enhancements: Statues, fountains and other visual enhancement shall be placed at various locations throughout the cemetery in accordance with the cemetery master plan.c. Garden Development: Provide within the master plan, division of the cemetery into various burial units (e.g. scattering gardens, prayer/meditation zones, infants, military)
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Proposed Capital Improvements

- Irrigation: \$30,000 - \$40,000

All in ground with timer for all fenced area.

- Roadway: \$62,000 - \$95,000

Would leave entrance of concrete and overlay asphalt with concrete curbing.

- Entrance: \$30,000 - \$55,000

4ft tall wrought iron, 4ft tall black vinyl chain link and 20ft wide x 20 ft tall black entrance archway. Archway would include in letter at the top "Burleson Memorial Cemetery" and Austin white stone pillars at each base and 20 ft iron double drive gate.

Total: \$122,000 - \$190,000

Cemetery Aerial w/ proposed fencing lines

