



City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: March 18, 2026

SUBJECT: Cemetery Services Agreement Extension

DESCRIPTION:

Saugatuck Township has requested extending the agreement for cemetery services. This agreement allows City residents to purchase burial and cremation plots at the in-district rate (\$500 burial plot, \$350 cremation), which is significantly lower than the out-of-district rate (\$2,500 burial plot, \$1,750 cremation). In exchange, the City contributes a share of the cemetery's lawn care costs based on population.

Costs

- The City's share is for lawn care only and does not include other cemetery operations or future capital improvements. The lawn care cost under the two-year extension will be \$6,000 for year 1 and \$6,370 for year 2.

Benefits

- City residents will continue to save substantially on burial and cremation plots.
- The Township Manager advised in "2024 and 2025, Saugatuck City residents purchased 12 burial plots at the in-district rate, totaling \$6,000. If those same plots had been purchased at the out-of-district rate, the total cost would have been \$30,000, representing a savings of \$24,000 to City residents."

Attached is the previous agreement and proposed extension.

BUDGET ACTION REQUIRED:

None. Sufficient dollars were budgeted.

LEGAL REVIEW:

The extension language has been sent to legal for review.

SAMPLE MOTION:

Motion to approve the cemetery services agreement extension between Saugatuck Township and the City of Saugatuck.

CEMETERY SERVICES AGREEMENT EXTENSION

This Cemetery Services Agreement Extension (the "Extension") is made between Saugatuck Township and the City of Saugatuck.

TERMS AND CONDITIONS

1. In exchange for the consideration required by this Extension, the Cemetery Services Agreement signed by the parties on January 12, 2022 (the "Agreement") is hereby renewed and extended through June 30, 2027.
2. This Extension shall be retroactive back to the date of the Agreement's expiration (June 30, 2025) to the fullest extent permissible by law.
3. As compensation of services performed by the Township in the Extension term, the City shall pay the Township in accordance with the following schedule:

On or before March 31, 2026 - \$6,000 for services rendered between July 1, 2025 and June 30, 2026

On or before March 31, 2027 - \$6,370.00 for services rendered between July 1, 2026 and June 30, 2027

4. All other provisions of the Agreement shall remain in full force and effect to the extent not inconsistent with this Extension.

The parties have signed this Extension as of the date first written above.

SAUGATUCK TOWNSHIP

CITY OF SAUGATUCK

By: _____
Abby Bigford, Supervisor

By: _____
, Mayor

By: _____
Cindy Osman, Township Clerk

By: _____
, City Clerk

Date signed: _____, 2026

Date signed: _____, 2026

CEMETERY SERVICES AGREEMENT

THIS CEMETERY SERVICES AGREEMENT ("Agreement") is made as of Jan 12, 2021, between Saugatuck Township, a Michigan general law township, the business address of which is 3461 Blue Star Hwy, Saugatuck Michigan 49453 ("Township") and the City of Saugatuck, a Michigan home rule city, the business address of which is 102 Butler Street, Saugatuck, Michigan 49453-0086 ("City").

RECITALS

A. Act No. 113 of the Public Acts of 1915 authorizes a municipal corporation to join with another to operate, perform or provide a service which each has the power to provide separately.

B. The Township and the City are authorized to acquire, operate, and perpetually maintain cemeteries.

C. The City does not have a cemetery. The Township is the owner of two cemeteries within the Township, known as Riverside Cemetery and Douglas Cemetery (collectively, the "Cemeteries"). For a number of years, the City and Township have shared the costs of operating the Cemeteries, in exchange for which City residents are treated identically to Township residents for purposes of acquiring burial grounds and operations.

D. The Township and City desire to contract to share in the costs of lawn care maintenance of the Cemeteries; in exchange for which City residents will be treated identically to Township residents for purposes of acquiring burial grounds and operations.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. Provision of Cemetery Services. During the term of this Agreement the Township will provide the following cemetery services to residents of the City on terms identical to those afforded to residents of the Township: operation and improvement of the Cemeteries; the provision of care for graves in the Cemeteries; and, permitting the purchase and maintenance of burial sites and rights at Township taxpayer/resident rates.

2. Other Terms of Services. The Cemeteries shall be available for use by City and Township residents subject to such rules, regulations and charges pertaining to the use of the Cemeteries established by the Township Board and consistent with the terms of this Agreement, and the availability of the Cemeteries shall be the same for each entity and their constituents. Without limitation, City residents will pay the same rates for grave burial rights as Township taxpayer/residents.

3. Administration and Operation. Except as expressly provided in this Agreement, the Township shall be responsible for administering, operating and maintaining all aspects of the Cemeteries including, without limitation, an obligation to maintain all requisite insurance coverages, provide training for all associated personnel, record keeping, selling of burial rights, grounds maintenance, and grave marking for burials cremains. The City shall be provided with monthly reports for burials made by the Township during the term of this Agreement. The Township and its personnel providing services under the terms of this Agreement are independent contractors and shall not be regarded as employees of the City for any purposes.

4. No Assumption of Liability. It is expressly understood and agreed that the City shall not incur any liability in having the Township provide cemetery services under the terms of this Agreement or in any manner incident thereto. It is further the express intent of the parties that in providing these cemetery services the parties are engaged in an essential governmental function.

5. Compensation. As compensation for the services described in paragraphs 1 and 3 above, which the Township has been providing without compensation from the City since a prior iteration of this Agreement expired on March 31, 2021, the City shall make the following payments to the Township:

On or before February 10, 2022 - \$6,067.21

On or before February 10, 2023 - \$6,431.24

These sums are intended to represent the City's proportionate share of costs incurred by the Township during the period between July 1, 2021, and the expiration of this Agreement.

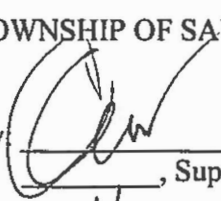
6. Release and Waiver. The Township, on behalf of itself, its agents, assigns, employees and officers, waives the right to assert any and all rights, claims, damages or causes of action against the City, its employees, officers, agents, successors and assigns (collectively and individually, the "City Parties") and fully release and discharge the City Parties from any and all rights, claims, damages or causes of action which Township now has or may have, whether known or unknown, of any kind or nature whatsoever, against the City Parties arising out of or connected in any manner with burials or similar services provide by the Township for or on behalf of City residents (whether pursuant to contract or otherwise) prior to the date of this Agreement or involving actions or omissions by the Township, its officers, employees or agents in providing cemetery services or otherwise operating the Cemeteries during the term of this Agreement.

7. Term. This Agreement shall be effective as of the first date stated above and shall be for a term for two years (July 1, 2021 until June 30, 2023) .

8. Sole Agreement. This Agreement is the only agreement or contract between the parties with respect to the matters referred to herein and no other agreements or understandings of any kind or nature shall be binding on the parties.

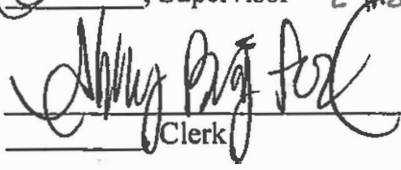
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed pursuant to authority granted by their respective governing bodies, on the day and year first above written.

TOWNSHIP OF SAUGATUCK

By: 

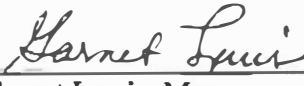
, Supervisor

Candy Osman

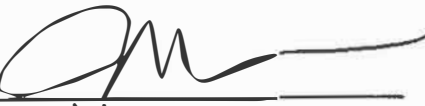
By: 

Clerk

CITY OF SAUGATUCK

By: 

Garnet Lewis, Mayor

By: 

Jamie Walters Clerk

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TERMS AND CONDITIONS

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2. This Extension shall be retroactive back to the date of the Agreement's expiration (June 30, 2023) to the fullest extent permissible by law.

3. As compensation of services performed by the Township in the Extension term, the City shall pay the Township in accordance with the following schedule:

On or before March 31, 2024 - \$6,000 for services rendered between July 1, 2023 and June 30, 2024

On or before March 31, 2025 - \$6,000 for services rendered between July 1, 2024 and June 30, 2025

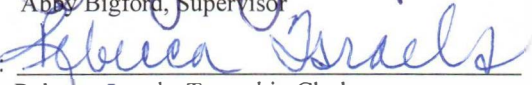
4. All other provisions of the Agreement shall remain in full force and effect to the extent not inconsistent with this Extension.

The parties have signed this Extension as of the date first written above.

SAUGATUCK TOWNSHIP

By: 

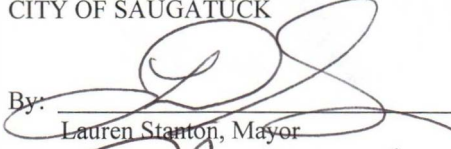
Abby Bigford, Supervisor

By: 

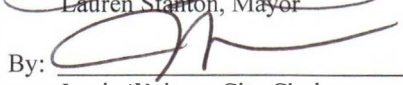
Rebecca Israels, Township Clerk

Date signed: 4-8, 2024

CITY OF SAUGATUCK

By: 

Lauren Stanton, Mayor

By: 

Jamie Wolters, City Clerk

Date signed: 3-26-24, 2024

Cemetery Lawn Care Maintenance Expenses

Monthly Contract w/Heavener	Expense '25-'26	Projected '26-'27	Projected '27-'28
July Contract 2025	\$3,205.00	\$3,429.35	\$3,669.40
August Contract 2025	\$3,205.00	\$3,429.35	\$3,669.40
September Contract 2025	\$3,205.00	\$3,429.35	\$3,669.40
October Contract 2025	\$3,205.00	\$3,429.35	\$3,669.40
November Contract 2025	\$3,205.00	\$3,429.35	\$3,669.40
December Contract 2025	\$3,205.00	\$3,429.35	\$3,669.40
January Contract 2025	\$3,205.00	\$3,429.35	\$3,669.40
February Contract 2025	\$3,205.00	\$3,429.35	\$3,669.40
March Contract 2025	\$3,205.00	\$3,429.35	\$3,669.40
April Contract 2026	\$3,429.35	\$3,669.40	\$3,926.26
May Contract 2026	\$3,429.35	\$3,669.40	\$3,926.26
June Contract 2026	\$3,429.35	\$3,669.40	\$3,926.26
Total:	\$39,133.05	\$41,872.36	\$44,803.43

Saug. City Portion @ 15.21%	\$5,953.23	\$6,369.96	\$6,815.86
Douglas Portion @ 24.23%	\$9,483.88	\$10,147.75	\$10,858.09
TWP Portion @ 60.55%	\$23,695.94	\$25,354.65	\$27,129.48
Not to Exceed:			

*Projected costs include a 7% annual increase per agreement terms (CPI + 2% per year)

	Township	Douglas	Saugatuck City	Total
Population	3,443	1378	865	5,686
Population Percentage	0.605522336	0.242349631	0.152128034	