



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/26/2023

File ID: TMP-2482

Department: Cemetery

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into Retail Purchase Contracts between the City of Huntsville and Southeast Tombstone and Cemetery Restoration, (SETCR, LLC), for monument repairs at Maple Hill Cemetery and Glenwood Cemetery.

Resolution No.

Does this item need to be published? No

If yes, please list preferred date(s) of publication: N/A

Finance Information:

Account Number: 1010-51-00000-515340-00000000

City Cost Amount: \$ 2,677.62

Total Cost: \$ 2,677.62

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

SETCR, LLC, to perform monument repairs to broken and/or damaged monuments at both Maple Hill Cemetery and Glenwood Cemetery.

RESOLUTION NO. 23-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized on behalf of the City of Huntsville, to enter into contracts between the City of Huntsville, a municipal corporation in the State of Alabama, and Southeast Tombstone and Cemetery Restoration, LLC, (“SETCR”), which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified as “Retail Purchase Contract for Glenwood Cemetery” and a “Retail Purchase Contract for Maple Hill Cemetery” and the terms and conditions consisting of a total of ten (10) pages, with the date of January 26, 2023 appearing on the margin of the first page of each contract, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 26th day of January, 2023

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 26th day of January, 2023.

Mayor of the City of Huntsville,
Alabama

Retail Purchaser Contract

Southeast Tombstone and Cemetery Restoration

www.southeastrestorations.com

(706)767-2836 Serestorations@outlook.com

Date: 20230116

Purchaser's Name: Maple Hill Cemetery / City of Huntsville

Mailing Address: _____

Phone Number: _____

Email Address: _____

Will be completed in approximately 8-10 weeks or by: March, 2023

**Times are subject to change based on circumstances such as weather, availability etc.*

Cemetery:

Maple Hill Cemetery

City/Town:

Name on Stone:

Per job description

Other info/

Date of death:

birth date:

Loc. In cemetery:

Other work:

Add info

Cleaning

Restoration

Repair

Gravel

Add stone

Etc

Work list	Estimate	Notes
Mileage	\$125	
Delivery	\$100	
Labor	\$1,210	
QC	36	
Supplies	\$25	

Mileage	<u>\$125.00</u>
Delivery	<u>\$100.00</u>
Labor	<u>\$1,210.00</u>
Quick Crete	<u>\$36.00</u>
Supplies	<u>\$25.00</u>
Lodging	<u>\$218.62</u>
Total:	<u>\$1,714.62</u>

Contact:	<u>Savannah Winn</u>
Quoted price date:	<u>1/16/2023</u>
Date Paid:	_____
Paid By:	_____
Payment Method:	_____
DEPOSIT/amt paid	_____
Balance Due:	<u>\$1,714.62</u>

I understand that the any new product(s) described above, herein referred to as "the product" remains the property of Southeast Tombstone Restoration, herein referred to as "SETCR" until at which time the product has been paid in full. I hereby verify and confirm that all the above information is correct. I understand that all spellings as listed above are how the product will be lettered. Any mistakes made on this contract, therefore, are not the fault of SETCR. SETCR will not be held responsible for errors made once this document has been signed. I hereby give SETCR and its affiliate companys to enter the cemetery lot for above mentioned work or setting of stones.

Purchaser's Signature _____

President of the City Council of the City of
Huntsville, Alabama
Date: 01/26/2023

Retail Purchaser Contract

Southeast Tombstone and Cemetery Restoration

www.southeastrestorations.com

(706)767-2836

Serestorations@outlook.com

Date: _____=16

Purchaser's Name: Maple Hill Cemetery / City of Huntsville

Mailing Address: 0

Phone Number: 0

Email Address: 0

Detail notes

Retail Purchaser Contract

Invoice Reference Number: 20230116

Retail Purchaser Contract

Southeast Tombstone and Cemetery Restoration

www.southeastrestorations.com

(706)767-2836

Serestorations@outlook.com

Date: 20230116

Purchaser's Name: Glenwood Cemetery C/O Maple Hill Cemetery

Mailing Address: _____

Phone Number: _____

Email Address: _____

Will be completed in approximately 8-10 weeks or by: March, 2023

**Times are subject to change based on circumstances such as weather, availability etc.*

Cemetery:

Glenwood Cemetery

City/Town: _____

Name on Stone:

Per job description

Other info/

Date of death:

birth date: _____

Loc. In cemetery: _____

Other work:

Add info

Cleaning

Restoration

Repair

Gravel

Add stone

Etc

Work list	Estimate	Notes
Mileage	\$10	
Delivery	\$100	
Labor	\$800	
QC	28	
Supplies	\$25	

Mileage \$10.00

Delivery \$100.00

Labor \$800.00

Quick Crete \$28.00

Supplies \$25.00

Sales tax: _____

Total: \$963.00

Contact: Savannah Winn

Quoted price date: 1/16/2023

Date Paid: _____

Paid By: _____

Payment Method: _____

DEPOSIT/amt paid _____

Balance Due: \$963.00

I understand that the any new product(s) described above, herein referred to as "the product" remains the property of Southeast Tombstone Restoration, herein referred to as "SETCR" until at which time the product has been paid in full. I hereby verify and confirm that all the above information is correct. I understand that all spellings as listed above are how the product will be lettered. Any mistakes made on this contract, therefore, are not the fault of SETCR. SETCR will not be held responsible for errors made once this document has been signed. I hereby give SETCR and its affiliate comapnies to enter the cemetery lot for above mentioned work or setting of stones.

Purchaser's Signature _____

President of the City Council of the City of
Huntsville, Alabama

Date: 01/26/2023

Retail Purchaser Contract

Southeast Tombstone and Cemetery Restoration

www.southeastrestorations.com

(706)767-2836

Serestorations@outlook.com

Date: _____ =16

Purchaser's Name: Glenwood Cemetery C/O Maple Hill Cemetery

Mailing Address: 0

Phone Number: 0

Email Address: [0](#)

Detail notes

Retail Purchaser Contract

Invoice Reference Number: 20230116

Southeast Tombstone and Cemetery Restoration LLC, ("SETCR") is one of the only tombstone and cemetery restoration specific companies in the US. It boasts employees with over 40 years of experience and is headed by responsible and educated leaders. SETCR's goal is to complete work in the safest and most secure manner which will leave purchasers happy, proud, and confident that their cemetery and or tombstones are safe.

Although SETCR foresees no issues, these terms are for the protection of the cemetery caretakers and for the protection of SETCR. Thank you for trusting SETCR with the tombstones of your family and friends.

Truly, Savannah Winn,

Owner, SETCR LLC. 2021

I. Pricing and payments

- A. There are several variables (mentioned below) which can lead to an adjustment in the quote or invoice. Therefore, the price you see on *this* quote, specifically, is not precise. After variables are reviewed and a price is agreed upon by the purchaser and SETCR, the purchaser will be invoiced. The price may need to be re-adjusted if the invoice is not paid within 30 days of delivery to the potential purchaser. Work will begin on an agreed upon date, usually 30 days or so after payment is made. The work is deemed complete when SETCR and the purchaser deem the work "complete" ("job completion date"). After the job completion date, the second half of the invoice ("second invoice") will be sent to the purchaser, which will reflect any changes made between the time the first half of the invoice is paid and the time that the work is completed. The second invoice will be due within 30 days of the invoice date.

II. Adjusting prices:

- A. Before the purchaser will receive a final quote or invoice, the purchaser must review and make necessary changes to the list of work items below ("the list"):
 - 1. The purchaser is asked to identify and list all jobs below that the purchaser *does not* wish for SETCR to complete so that an accurate invoice may be created.
 - 2. The purchaser is asked to identify and list all jobs that the purchaser wishes for SETCR to complete, which are *not* listed below, so that an accurate invoice may be created.
- B. Other variables which will affect the "second invoice".
 - 1. Concrete (if applicable): The price of fast setting concrete mix has been over-estimated. This quote is a high estimate because the price of quickrete and sackrete (here forth referred to as "quickrete") fluctuated drastically throughout the years 2020 and 2021. At the time of work, the price of quickrete may be much lower. This price adjustment will appear on the purchaser's second invoice.
 - 2. Lodging (if applicable): If lodging is necessary to complete a job, the purchaser's quote will reflect the total cost of lodging during SETCR's stay near a work area.
 - i. Lodging quotes: While creating a quote, several lodging options are explored when available. The options looked at are hotels, house rentals, campers, etc. Often, one type of lodging is much cheaper or much higher than another. The lower cost option is always preferred, however, if it is unavailable, SETCR will require a different type of lodging. It is because of unknown availability, that SETCR will not know the accurate price of lodging until reservations are made and the job is

under way. The highest price is therefore quoted and invoiced. Any adjustments in the price of lodging at the time of work will be reflected in the purchaser's second invoice.

- a. Example: It has been noted that the price of hotel lodging with several adults is much higher than rental house lodging or vacation house lodging when it is available. SETCR's goal in this case is to lodge employees in a rental house. Because its availability is unknown until reserved, the quote the purchaser will receive will reflect the price of a hotel. This price will also be reflected in the first of two invoices the purchaser will receive, should they agree for SETCR to do the work quoted. In preparation for work, SETCR will make reservations as soon as possible. If the cheaper house lodging option is available, the difference will be reflected in the second invoice: If two lodging options are a hotel for \$1000 and a house is \$600, the quote will show lodging as \$1000. Should the purchaser move forward with the job, SETCR requires half of the payment in advance. When the 1st invoice is created, will reflect \$500 of the \$1000 hotel charge. When work is completed, if the \$600 option for a house rental is used, the 2nd invoice (to pay for the 2nd half of work etc) will only reflect an additional \$100 for housing.
3. Should work (on a specific tombstone or site) be added to the list during the completion of the quoted job, and after the first invoice has been paid, any added work will reflect an increase in the second invoice.
4. Should work (on a specific tombstone or site) be removed from the list during the completion of the quoted job, and after the first half of the invoice has been paid, any work removed by the purchaser will reflect a partial decrease in the second invoice.
 - i. 75% of the total cost of the work on a specific tombstone or site will be reduced or refunded if the specific tombstone work is removed during the course of SETCR's stay and work in McMinnville, TN.
 - a. For example, if the work required on a "John and Jane Doe" stone costs \$100, and that job is specifically eliminated by the purchaser during the progression of work, only \$75 will be decreased, and reflected in the second invoice.

III. At the time of work

A. Unforeseen circumstances:

1. Should SETCR's stay to complete work at the location described above be extended or reduced, the cost will be reflected on the second invoice.
2. During the completion of the job(s), should SETCR's employees need to leave work unfinished due to unforeseen circumstances (medical emergency, weather, natural disaster, fire, motor accident, national disaster, etc.), SETCR will re-schedule work for a later date. If the circumstances allow it, any specific tombstones that work has begun on will be completed to ensure safety after SETCR has left. If the circumstances do not allow it, all work will stop and SETCR will leave. The security and safety of the cemetery is then accepted by the purchaser. Any injuries, damages or liabilities which occur are solely the

responsibility of the purchaser. Any expenses which are found to be non-refundable may be reflected in the second invoice once SETCR has returned and completed work.

- i. Under III-A-2, If SETCR is unable to return to finish the work described, The unfinished work will be considered in the reduction of the second invoice, or the refund of the first invoice. The refund, however, will not be 100%. Any expenses already accumulated will not be refunded.
- B. Special note: During the completion of the job(s), should SETCR experience any type of racism, sexism, abuse or other malintent from a purchaser or the purchaser's associates, SETCR will leave. If the circumstances allow it, any specific tombstones that work has begun on will be completed to ensure safety after SETCR has left. If the circumstances do not allow it, all work will stop and SETCR will leave. The security and safety of the cemetery is then accepted by the purchaser. Any injuries, damages or liabilities which occur are solely the responsibility of the purchaser.
 1. Under III-B, If SETCR is unable to return to finish the work described, the unfinished work will be considered in the reduction of the second invoice at a 50% reduction in price, which will yield a reduction in the second invoice or a refund from the first. Any expenses already accumulated will not be refunded.
- C. The purchaser(s) or purchasing organization must close or deem the cemetery closed for the duration of time in which SETCR is working.
- D. Entering the cemetery during the progression of work by SETCR is at a person's own risk.
- E. SETCR would prefer only visitations from no more than 2 individuals at a time while working to minimize distraction and liability.

IV. Cancellations of job(s)

- A. Note: The estimated time given to begin a job is anywhere from 1-6 months (please review the "specific information regarding this quote" section. The purchaser will be given up to 30 days advance notice of when SETCR will arrive to begin work.
- B. If you are to be given 30 days' notice before the job begins: If the job is cancelled after the first payment is made, but before work has begun:
 1. Up to 2 weeks before the job is set to begin, the purchaser may receive a 90% refund if the job is canceled.
 2. From 7 to 3 days before the job is set to begin, the purchaser may receive a 50% refund if the job is canceled.
 3. From 2 days before the job is set to begin, no refund will be given if the job is canceled.

V. Liabilities:

- A. Under no circumstances, and at no time, will SETCR be held responsible by the purchaser or purchasing organization for damages to (but not limited to) person(s), landscaping or other developed or undeveloped land, living being(s) such as pets, motor vehicle(s), or personal property. This includes the time before work has begun, after work has begun and after work has been completed.
- B. The purchaser(s) or purchasing organization must assume all responsibilities, to the full extent of the law, for the cemetery's or property's condition before, during and after the time which SETCR is working. This includes not holding SETCR responsible for injuries to patrons, visitors, family members or other persons or vehicles during, before or after SETCR completes work in the cemetery or job location.

- C. Should, during the completion of work at the cemetery or property, an employee of SETCR while actively engaged in activity (work), damage a person or personal property, etc., with their hands, tools or motorized vehicle (etc.,) SETCR will be responsible for repairing damages. Should damages occur when no employee of SETCR is present, the purchaser(s) or purchasing organization will not hold SETCR responsible. This includes but is not limited to stones falling or breaking.

VI. Refunds and adjustments:

- A. If a stone that SETCR has re-set begins to lean within 365 of the date the job is deemed complete, SETCR will assess the incident but no guarantee of refund or adjustment or agreement of repair will be given. Each cemetery or property has different geological make-ups including but not limited to soil consistency and makeup, tectonic activity, water movement, water table location and erosion. Each cemetery is located in an area with weather specific to its region, including but not limited to tornadoes, torrential downpours, floods, long periods of rain or dry weather and hurricanes. Each cemetery is located in a different traffic area: Some receive frequent passers by as well as frequent visitors. Many cemeteries area also prone to unforeseen circumstances such as livestock escape, trees falling, driveway erosion or condition, etc. Due to all of these variables, the safety, security and well-being of tombstone and individuals is different from cemetery to cemetery and therefore work cannot be guaranteed.
 - 1. SETCR never foresees issues. SETCR is one of, if not the only, tombstone and cemetery restoration specific LLCs in the US. It boasts employees with over 40 years of experience and is headed by responsible and educated leader(s). SETCR's goal is to complete work in the best and safest manner which will leave purchasers happy, proud, and confident that their cemetery and or tombstones are safe.