



**REQUEST FOR PROPOSALS  
For Greenwood Cemetery Management Services**

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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 3:00 p.m. on Thursday, May 2, 2013 after which time bids will be publicly opened and read.

**Bidders will be required to attend a mandatory pre-bid meeting on Thursday, April 18, 2013 at 2:00 p.m. in Room #205 of the Birmingham Municipal Building, located at 151 Martin, Birmingham, MI 48009. Bidders must register for the pre-bid meeting by Wednesday, April 17, 2013 by contacting Christian Wuerth at 248.530.1807 or [cwuerth@bhamgov.org](mailto:cwuerth@bhamgov.org).**

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide 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: Christian Wuerth, 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, April 2, 2013

**Mandatory Pre-Bid Meeting:** Thursday, April 18, 2013 at 2:00 p.m.

**Deadline for Submissions:** 3:00 p.m. on Thursday, May 2, 2013

**Contact Person:** Christian Wuerth, Assistant to the City Manager  
P.O. Box 3001, 151 Martin Street  
Birmingham, MI 48012-3001  
Phone: 248.530.1807  
Email: [cwuerth@bhamgov.org](mailto:cwuerth@bhamgov.org)



**REQUEST FOR PROPOSALS  
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**Contents**

INTRODUCTION .....	3
REQUEST FOR PROPOSALS (RFP) .....	3
MANDATORY PRE-BID MEETING .....	3
INVITATION TO SUBMIT A PROPOSAL .....	4
INSTRUCTIONS TO BIDDERS .....	4
EVALUATION PROCEDURE AND CRITERIA.....	5
TERMS AND CONDITIONS .....	5
CONTRACTOR’S RESPONSIBILITIES .....	6
CITY RESPONSIBILITY .....	7
SETTLEMENT OF DISPUTES .....	7
INSURANCE.....	7
CONTINUATION OF COVERAGE .....	7
EXECUTION OF CONTRACT.....	7
INDEMNIFICATION.....	8
CONFLICT OF INTEREST .....	8
EXAMINATION OF PROPOSAL MATERIALS.....	8
PROJECT TIMELINE.....	8
SCOPE OF WORK.....	8
ATTACHMENT A - AGREEMENT .....	11
ATTACHMENT B - BIDDER’S AGREEMENT .....	18
ATTACHMENT C - COST PROPOSAL .....	19
ATTACHMENT D – EXISTING POLICIES AND PROCEDURES .....	20
ATTACHMENT E – CEMETERY EVALUATION & RECOMMENDATIONS .....	26

## **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 “Contractor.”

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide 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 late May 2013. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

*NOTE: In September 2012, the City received a report prepared by the L.F. Sloane Consulting Group, Inc., which may be found as Attachment E (pg. 26). The report serves as an evaluation of current operations and makes a series of recommendations for future operations of the Cemetery.*

## **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 to provide management services for the City’s historic Greenwood Cemetery.

## **MANDATORY PRE-BID MEETING**

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to make inquiries about the RFP. The mandatory pre-bid meeting will take place on Thursday, April 18, 2013 at 2:00 p.m. in Room #205 of the Birmingham Municipal Building, located at 151 Martin, Birmingham, MI 48009. Bidders must register for the pre-bid meeting by Wednesday, April 17, 2013 by contacting Christian Wuerth at 248.530.1807 or [cwuerth@bhamgov.org](mailto:cwuerth@bhamgov.org).

## INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 3:00 p.m. on Thursday, May 2, 2013 to:

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

One (1) original and one (1) electronic copy, in PDF format, 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 Contractor'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: Christian Wuerth, Assistant to the City manager, 151 Martin, Birmingham, MI 48009 or [cwuerth@bhamgov.org](mailto:cwuerth@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, Contractor 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 Contractor if the successful Contractor 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 Contractors.
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 Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor 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 Contractor 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 Contractor 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.

## **CONTRACTOR'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. Agreement (p. 11 – **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 Contractor 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 résumés 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 Contractor's proposal.
8. The Contractor 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 Contractor during this project.
9. The contractor will be responsible for obtaining any building and parking permits at no cost to the contractor.

10. 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 Contractor will be available according to the proposed timeline.

### **CITY RESPONSIBILITY**

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.
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 Contractor also agrees to provide all insurance coverages as specified. 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 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 Contractor 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 late May 2013. Following approval, City staff will schedule a meeting with the successful bidder to begin transition of daily management tasks and finalize a schedule for the processes to identify additional space for burials and the interment of cremated remains within the cemetery, as identified in the Scope of Work.

The Contractor will not exceed the timelines established for the completion of this project.

## **SCOPE OF WORK**

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

1. The City is seeking a qualified contractor to provide service to the City within Greenwood Cemetery to include, but not be limited to, the following:
  - a. Lawn care, weed control, monument trimming
  - b. Burial services
  - c. Permanent record keeping
  - d. Financial record keeping
  - e. Customer service and marketing
  - f. Advising the City on the development and long-term care of the cemetery



2. The Contractor shall solely be responsible for all expenses for labor, equipment and materials for services provided under the agreement. The City shall maintain the insurance for the Cemetery grounds at its expense.
  - a. To cover such expenses, the Contractor shall receive the income from interment services, second rights of interment, foundations and memorial installations and other miscellaneous service fees, as approved by the City.
  - b. The Contractor may offer other services, including memorial sales and floral sales.
  - c. The City will approve certain policies and fund the development of new burial spaces within the Cemetery. The Contractor will assist the City in this design and development of such inventory of ground burial spaces and cremation burial options.
3. Upon the sale of new and reclaimed burial spaces and, 50% of such funds shall be placed in an endowment fund to be established for the perpetual care of the Cemetery, the contractor shall receive a percentage equal to 25% of the sale price, and the remaining 25% of such sales shall be returned to the City as a capital cost recovery.
4. The City shall establish an endowment fund for the perpetual care and maintenance of Greenwood Cemetery, which will be invested by a third party trustee. At the City's sole discretion, the Contractor may assist in the development of the fund.
5. The Contractor and City shall meet on a regular basis to review the operations and financial status of the Cemetery. The schedule for such meetings shall be established by the parties following the execution of the agreement.
6. The City maintains the right to inspect, without any advance notice, all permanent and financial records associated with the Greenwood Cemetery.
7. The Contractor must maintain the Cemetery in a manner which is fully in compliance with the City's adopted Operational Procedures, Conditions, and Regulations. The current version is included as **Attachment D – pg. 19**.
  - a. From time to time, the Contractor will assist the City in reviewing the Operational Procedures, Conditions, and Regulations in order to ensure the needs of the community are being met in a manner consistent with industry best practices.
8. Greenwood Cemetery is a historic site within the City of Birmingham. All actions and recommendations by the Contractor shall be done in a manner which maintains the historic character and setting of the cemetery.
9. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.

10. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.

11. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

**ATTACHMENT A - AGREEMENT**  
**For Greenwood Cemetery Management Services**

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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 "Contractor"), 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 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 \_\_\_\_\_, 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.

A. An additional annual payment not to exceed \_\_\_\_\_, based upon the Contractor's \_\_\_\_\_, 2013 proposal, shall be paid to the Contractor from the interest earned by the perpetual care trust for Greenwood Cemetery. Only funds earned as interest by the trust may be used for such payments.

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.

4. The Contractor shall employ personnel 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.

12. 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*

CONTRACTOR

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:

**CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_

Its:

**CITY OF BIRMINGHAM**

\_\_\_\_\_

By: \_\_\_\_\_

George Dilgard

Its: Mayor

\_\_\_\_\_

By: \_\_\_\_\_

Laura Broski

Its: City Clerk

Approved:

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

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

\_\_\_\_\_  
Timothy J. Carrier, City Attorney  
(Approved as to form)

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

**ATTACHMENT B - BIDDER'S AGREEMENT**  
**For Greenwood Cemetery Management Services**

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In submitting this proposal, as herein described, the Contractor 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.

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**BID 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 Management Services**

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**In order for the bid to be considered valid, this form must be completed in its entirety.**

*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. Additionally, the Contractor 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:

<b>COST PROPOSAL</b>	
<b>ITEM</b>	<b>ANNUAL AMOUNT</b>
<b>TOTAL ANNUAL AMOUNT</b>	

Firm Name \_\_\_\_\_

Authorized signature \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT D – EXISTING POLICIES AND PROCEDURES**  
**For Greenwood Cemetery Management Services RFP**

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**CITY OF BIRMINGHAM**  
**GREENWOOD CEMETERY OPERATIONAL PROCEDURES,**  
**CONDITIONS AND REGULATIONS**

**DEFINITIONS:**

The following words and phrases, when used, the following sections shall, 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 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.

**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 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.
- d. Break, injure, remove, or deface any monument or marker on the cemetery grounds.

- e. Bring any dog or animal into the cemetery grounds, except by permission of the Superintendent.
- f. Bring or discharge any firearm on the cemetery grounds, except in the conduct of military funerals.
- g. Carry any refreshments or intoxicants into the cemetery grounds, or consume such while in the cemetery.
- h. Use any form of advertising on cemetery grounds.
- i. Conduct her/himself in any other than a quiet and respectful manner while on the cemetery grounds.

### **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.

### **MAINTENANCE AND PERPETUAL CARE**

The City shall be responsible for the maintenance and repair of the driveways, buildings, water system and fences. The City shall also cut and maintain the grass areas, rake 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 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. The City shall not contract or agree to give special care to any section, lot or burial space except as above provided.

### **MONUMENTS, GRAVE MARKERS AND FOUNDATIONS FOR SAME**

Monuments will be permitted only on lots having 90 or more square feet of area under one ownership. No more than one monument shall be erected on any lot.

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

- a. Each monument or marker shall be supported on a concrete foundation not smaller than the base of the monument or marker it supports and not less than forty-two (42) inches deep below the ground surface. Such foundation shall be constructed only by the City after payment therefore has been made. Foundations will be poured April to November, weather dependent, as determined by the Superintendent. Requests received after November 1<sup>st</sup> will be held until conditions allow for installation.
- b. 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.
- c. Designs for monuments or markers must be submitted to the Superintendent or to a person designated by him to act in his stead, when application is made for construction of foundations.
- d. No monument or marker of artificial stone, sandstone, limestone, or soapstone will be permitted.
- f. All contractors and workmen engaged in setting monuments shall be under the supervision of the Superintendent or a person designated by him, and they will be held responsible for any damage resulting from their negligence or carelessness. No work of setting monuments or markers shall be started that cannot be completed by the end of the day following the start of such work.

#### **FLUSH MEMORIAL SECTION - F-NORTH ONLY**

- a. No, structures shall be placed or constructed by anyone other than employees of the Department of Public Services in the area of Greenwood Cemetery designated as the "Flush Memorial Section".
- b. Bronze or granite markers only, set flush with the turf, will be permitted in this section. No structures which would extend above the ground level shall be permitted.

#### **FUNERALS AND 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.

Department personnel will provide opening and closing of grave, initial and periodic maintenance only, and will not be responsible for handling and lowering vault or casket. 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 and shall be installed by the funeral director or vault company.

In all interments of cremated remains, the container shall be installed by the 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 Department. No burials are to be made on Sunday or legal holidays, except by permission of the Superintendent. Overtime charges will apply.

The Department must be notified through the City Clerk, 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.

When it is necessary to prepare for an interment or disinterment (location, opening and/or closing), an overtime charge will apply. 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 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. 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. Up to two cremated remains may be placed in the same space if the owner of the grave space or his 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.

### **DISINTERMENT**

Disinterment of a full burial shall not be made without first obtaining a permit for the removal from the local health officer of Oakland County. Such request for removal is to be made upon such forms as may be provided, and shall include such information as may be required, by the local health officer.

## **SCHEDULE OF FEES AND CHARGES**

Fees and other charges are as set forth in the City Code.

Adopted by the Birmingham City Commission October 18, 1971 Resolution No. 1434-71.

### **REVISION**

Adopted by the Birmingham City Commission February 13, 1984 Resolution No. 02-97-84.

Adopted by the Birmingham City Commission February 23, 2009 Resolution No. 02-52-09.

Adopted by the Birmingham City Commission December 17, 2012 Resolution No. 12-356-12

The obligations of the City as herein set forth may, from time to time, be modified by the Birmingham City Commission.



## 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 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 shall have the right to remove from any lot any objects, including trees and shrubs and flower pots, that, in the opinion of the Superintendent are injurious to the appearance of the cemetery.
- d. Ironwork, seats, vases, and urns 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. Urns of iron or granite for the planting of flowers will be removed from lots and put in storage if not filled by July 1<sup>st</sup>. Urns 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 to act in his stead in matters pertaining to the cemetery.
- g. The planting of flowers on any lot, or otherwise disturbing the sod, shall release the City 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, artificial flowers, 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.
- i. The Superintendent reserves the right to remove from beds, graves, vases, urns, 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.

**ATTACHMENT E – CEMETERY EVALUATION & RECOMMENDATIONS**  
**For Greenwood Cemetery Management Services RFP**

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# **CEMETERY EVALUATION AND RECOMMENDATIONS**

**GREENWOOD CEMETERY  
BIRMINGHAM, MICHIGAN**

**SEPTEMBER – 2012**

**PREPARED BY;  
L. F. SLOANE CONSULTING GROUP, INC.**

## TABLE OF CONTENTS

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	<b>PAGE</b>
<b>I. FACTUAL INFORMATION</b>	<b>3</b>
<b>II. REVENUE ENHANCEMENTS</b>	<b>4</b>
<b>III. POLICY RECOMMENDATIONS</b>	<b>10</b>
<b>IV. LONG-TERM FINANCIAL PLAN</b>	<b>11</b>

### **APPENDIX**

- A. RULES AND REGULATIONS**
- B. MAP OF THE CEMETERY, FEE SCHEDULE,  
REVENUE HISTORY**
- C. GLOSSARY OF TERMS**
- D. CONSULTANT'S CREDENTIALS**

## **I. FACTUAL INFORMATION**

Historic Greenwood Cemetery was established in 1821 on donated land. The cemetery was managed by a non-profit organization until 1946 when the City of Birmingham assumed responsibility for the care and preservation of the community amenity.

Located on Oak Boulevard, near Woodward Avenue, the cemetery is very near the City center. The site is modest in scale, yet has a charm. The north edge of the site is a treed ravine. The frontage on Oak is fenced with the wrought iron fence in good repair.

The roads are appropriately narrow and, although they are paved, some road repairs are needed. All sections but one are monumented with several very distinguished memorials and sculptures.

The records are in good order and are maintained by the City Clerk. The Birmingham Historical Society has painstakingly located burials, lot by lot, throughout the site. The Public Services Department provides for the burials. Just over a year ago, the lawn care and trimming was outsourced.

A map of the cemetery with its sections denoted is included in Appendix B to this report. This appendix also contains the revenue history over the past three (3) fiscal years and the current fee schedule.

The fee schedule is a bit misleading as the schedule lists fees for burial rights, however, there are no spaces available for sale in the cemetery currently. Numerous residents have placed their names on a waiting list with the City Clerk should spaces become available.

For some time, a study to possibly reclaim unused spaces has been ongoing. To date, no space reclamations have occurred. With no spaces to sell, the cemetery revenues are modest from service fees.

The expenses are also reasonably contained with the outsourced lawn care contract and labor and supplies from the Department. The lawn care cost is \$18,000. The labor costs to the Department were under \$12,000 in the last fiscal year. The City Clerk's office provides the administration, however, does not allocate costs to the cemetery.

Currently, the cemetery has no perpetual care fund or endowment to provide income for current or future care. There is a parcel contiguous with the cemetery on Oak Boulevard which may be a mechanism to provide some additional burial space for Greenwood. Additionally, there is a parcel adjacent to the northwest corner of the cemetery as well. Both parcels are currently for sale.

## II. REVENUE ENHANCEMENTS

Currently, the City operates the cemetery with little offsetting revenue within the overall Public Service Department's and City Clerk's office budgets. Revenues in the last fiscal year were less than \$7,500. The fee schedule can be revised to reflect market area prices. This, coupled with a policy change on the interment of cremated remains on existing family lots, can add to the revenues.

The rules today do not allow for the interment of cremated remains in a grave where a full-casketed burial has been previously placed. An approach would be to allow the heirs to a grave or lot in Greenwood to purchase additional rights of burial for cremated remains. The family could purchase the right for up to two interments of cremated remains on a grave containing a casketed burial. The space would be limited to the placement of only one additional marker. All such markers would be 24" x 12" x 4" and installed at lawn level.

The current fee schedule reflects this approach if there were spaces to purchase. A space for one cremated remains is \$1,000. A space for two cremated remains is \$2,000. A space for a casketed burial and up to three cremated remains is \$3,000.

This structure can be recast as follows:

### PROPOSED FEE SCHEDULE

Full Size Grave Space	\$3,000
Additional Rights of Burial for Cremated Remains, Each	\$ 750
Interment Fee	\$1,000
Before 3:00PM Weekdays	
Before 2:00PM Saturdays	
No Services on Sundays or Holidays	
Interment of Cremated Remains	\$ 750
Memorial Installations	\$ 250
Foundations	\$ 125 per linear ft
Ownership Transfer Fee	\$ 150

This fee structure eliminates overtime on Saturdays. The foundation/installation costs are simplified from a 'per square inch' calculation. The service fees are increased to reflect market rates while recognizing the service is not precisely comparable for burial services.

Currently, the City staff excavates the burial space. However, when a full-casketed burial occurs, the family pays a fee through the funeral home to set and seal the vault and for the funeral committal tent if one is selected. The current fees are:

Set and Seal - \$240	Saturday - \$355
Set, Seal, Equipment - \$310	Saturday - \$430

The family wishing to inter cremated remains in a family lot would pay for the right of burial and \$750 for the interment service. If this occurred ten times per year, this would add \$15,000 to the annual revenues.

The current service fees at \$600 for a casketed burial and \$150 for the interment of cremated remains are well below what area cemeteries are charging. The following charts reflect some area fees for spaces, service fees and second rights of burial.

CEMETERY	FULL CASKETED GRAVES	SECOND RIGHT OF INTERMENT		CORPORATE STRUCTURE
		Casketed	Cremated	
Michigan Memorial Park	\$1,500 - \$2,900	\$695*		For-Profit
Oakland Hills	\$1595 or \$1895 or \$2295	½ grave price, i.e. \$800-\$1150		For-Profit
Cadillac Memorial Gardens East	\$1,300 - \$2,200	½ grave price, i. e. \$650-\$1,100		For-Profit
Diocese of Saginaw	\$1,100+	\$550		Religious
Diocese of Lansing	\$750	\$300		Religious
Diocese of Grand Rapids	\$775 - \$875	\$440		Religious
Glen Eden Memorial Park	\$750 - \$1,450	No Charge		Religious
City of Lansing	\$800 Res/\$1,200 Non-Resident	No Charge		Municipal
City of Grand Rapids	\$500 - \$800	\$200		Municipal
ARCHDIOCESAN CEMETERIES		<b>Casketed</b>	<b>Cremated</b>	
Holy Sepulchre	\$1,225	\$500	\$250	Religious
Our Lady of Hope	\$1,225	\$500	\$250	Religious
Mount Carmel	\$1,550	--	\$250	Religious
St. Joseph's	\$1,225	--	\$250	Religious

\*If you add a second cremation (i. e., a third person), it's \$695 plus the o/c at \$445; if you purchase a marker for that third person, you get a \$495 credit.

<b>CEMETERY</b>	<b>OPEN/CLOSE CASKETED BURIAL</b>	<b>OPEN/CLOSE CREMATION BURIAL</b>
Michigan Memorial Park	\$1,070	\$445
Oakland Hills	\$1,295	\$695
Cadillac Memorial Gardens East	\$1,295	\$695
Diocese of Saginaw	\$ 825	\$450
Diocese of Lansing	\$ 800	\$400 (add \$100 for 2 at same time)
Diocese of Grand Rapids	\$1,080	\$540
Glen Eden Memorial Park	\$1,195	\$595
City of Lansing	\$ 750	\$350
City of Grand Rapids	\$1,300	\$685
<b>ARCHDIOCESAN CEMETERIES</b>		
Holy Sepulchre	\$1,395	\$690
Our Lady of Hope	\$1,395	\$690
Mount Carmel	\$1,000	\$500
St. Joseph's	\$1,000	\$500

There appears to be one area where the City may be able to develop additional burial space. In our opinion, the cemetery should not be expanded into the adjacent vacant lots. The lot to the northwest of the cemetery would not be accessible from the cemetery due to the presence of burials along the entire edge of the cemetery. The lot on Oak is accessible, however, it would be an awkward area to utilize. Additionally, it may be costly to acquire, properly fence, lay out and landscape. This needs to be fully explored as a specific study.

However, there is an area within the existing cemetery that appears to present an opportunity. The diagonal road between Sections K and L could be removed and this property can be utilized for burial purposes. The site is approximately 20 x 200 feet. This area could be designed to accommodate a mixed use of in-ground, casketed burials and in-ground interment and aboveground inurnment of cremated remains.

Within the area, once the existing road is removed, we believe a design can be implemented to provide for columbarium development of 288 niche spaces and 80 casketed burial spaces.

The casketed burial spaces can be developed using pre-installed vaults (called lawn crypts). This will maximize the land use and reduce labor costs when burials are provided. The pre-installed lawn crypts could be double depth, which would double the burial capacity.

The niche development would be for three (3) 96-niche, freestanding units. These can be installed one at a time or all three can be built as one phase.

Based upon recent projects in the greater Detroit area, we believe this development could be built with landscaping and design fees for \$250,000 to



\$300,000. The proceeds from the sale of these options for burial could be as follows, depending upon policies and fee discussions.

Suggested Fees for Model

Single Burial Right, Lawn Crypt 24" x 12" x 6" Bevel Granite Memorial	\$6,000
Niche Space – Up to Two (2) Cremated Remains 12" x 12" x 9"	\$2,500
Engraving Fee (Niche or Marker)	\$ 300

Proceeds from Sales

80 Lawn Crypts at \$6,000 Each	\$ 480,000
288 Niche Spaces at \$2,500 Each	<u>\$ 720,000</u>
Total	\$1,200,000
Construction cost (Estimated)	<u>(\$ 300,000)</u>
Gross Income	\$ 900,000

This gross income could be used to capitalize the endowment trust.

In addition to this development, additional residents could be served by identifying areas on the grounds where 3 foot by 3 foot sites could be laid out to accommodate the burial of up to two (2) cremated remains and one memorial. These spaces could be priced at \$1,500 plus the service fees and memorial.

Further, over time, plans can be developed to utilize the small parcels now occupied by the small garage and the curb cut entry point to the lawn level garden area.

The lot on Oak, contiguous with the cemetery, is for sale. The lot is 70 feet, east to west and 200 feet deep adjacent to the cemetery fence. The asking price is substantial at \$500,000. This site could be developed. To secure approvals, the area at the east of the parcel would likely have a significant landscape setback.

If the setback were 20 feet in width, this would allow for a maximum of five rows of grave spaces. If the rows of grave spaces were 150 feet long, the likelihood is that 250 pre-installed lawn crypts could be placed on this site. The memorials could be at lawn level to further mitigate the impact on the neighbor.

The fence would need to be extended on Oak in wrought iron and chainlink fence placed or relocated within the landscape buffer. With 250 spaces, the land cost alone would be \$2,000 per space. The development and landscape would add to this total cost.

### WAITING LIST SURVEY RESULTS

Question 1. Based upon City of Birmingham records, you have expressed interest in obtaining one or more burial plots within Greenwood Cemetery and have been placed on a "grave interest list". Do you remain interested in obtaining burial rights within Greenwood Cemetery?

Number of Respondents:	YES – 50	93%
	NO – 4	7%

Question 2. I intend to have Full Burial or Cremation?

Number of Respondents:	FULL BURIAL – 25.5	54%
	CREMATION – 21.5	46%

Question 3. If you are selecting cremation as a step in the memorial process, (a) Do you have a preference for Ground Burial of the cremated remains, a Niche Space above ground in a columbarium or Other?

Number of Respondents:	GROUND BURIAL – 23	74%
	NICHE SPACE – 7	23%
	OTHER – 1	3%

(b) Greenwood Cemetery policy currently allows the interment of one (1) full burial or three (3) cremated remains in each burial plot (except in some cases involving children). Other cemeteries allow the interment of cremated remains above full burials in the same burial plot. Would you be interested in such an option if it was allowed at Greenwood Cemetery?

Number of Respondents:	YES – 29	73%
	NO – 11	28%

Question 4. (a) If you prefer full burial, what would be your preference for a memorial?

Number of Respondents:

LAWN LEVEL MARKER	9	26%
UPRIGHT INDIVIDUAL MARKER	15.5	44%
MONUMENT FOR MULTIPLE INTERMENTS	10.5	30%

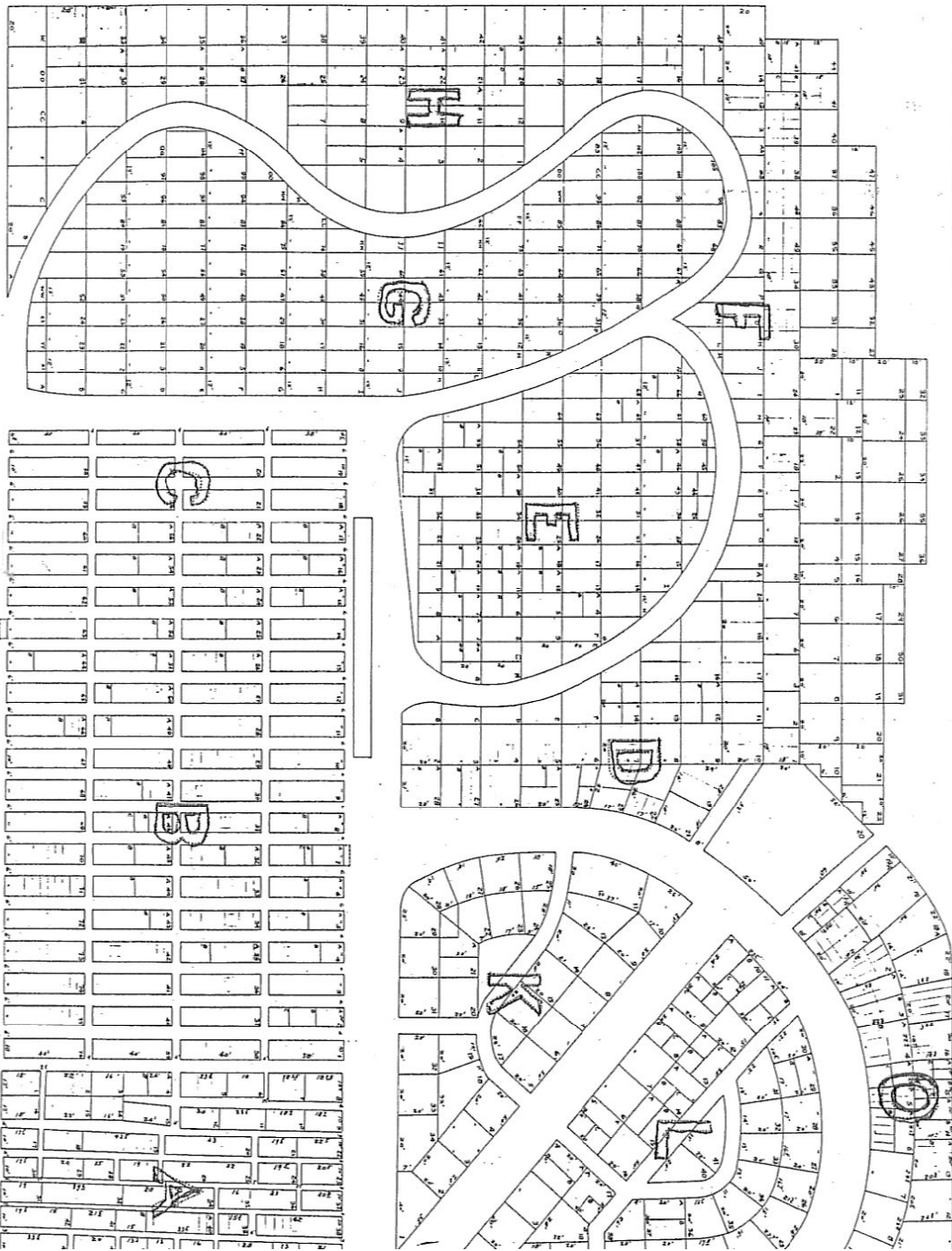
(b) Would you be interested in one or more burial plots with pre-installed double depth burial vaults that allow two full burials in each burial plot?

Number of Respondents:

YES – 25	61%
NO – 16	39%

# GREENWOOD CEMETERY

SHOWING CITY OF ALABAMA MUNICIPAL WATERWORKS SYSTEM



Dak St.

### **III. POLICY RECOMMENDATIONS**

The initial policy question is—Is it best for the City and the residents to offer new burial options or is it best to allow the cemetery to become entirely dormant and be well maintained over time? The cost for lawn care and other basic maintenance of the parcel are known and relatively modest.

These costs could be covered if the City determined it made sense to utilize General Fund money to establish an endowment for the cemetery to protect taxpayers going forward. The costs today, annually, are \$30,000±. A fund of \$720,000 with a 4% return would cover these costs.

We recommend that the cemetery continue to be active and that those areas within the cemetery that can be utilized for burial purposes be so utilized. The burial rights, with proper market pricing, can produce significant returns. Additionally, it is clear from the survey and waiting list that a good number of area residents concur.

The combination of the policy modification to allow additional rights of burial on existing graves, market fee schedules and a development through a road closure can largely meet the current public demand.

The current rules and regulations as modified last in 2009 can be amended on Page Six as follows:

“Only one interment of casket remains shall be placed in a grave space. Up to two cremated remains may be placed in the same space if the owner of the grave space or his 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 cremated remains (only) may be placed on a single grave space.

The option for reclamation of burial spaces should be pursued to the point where the results could be quantified to reach a final determination if such an effort should go forward. This requires a separate analysis which should be completed as part of the decision whether to activate the cemetery again or to continue towards a ‘maintenance-only’ status.

Should the development of new inventory proceed, the City may wish to restrict sales to City residents in the initial 12-month period to meet current demand by City residents first.

#### **IV. LONG-TERM FINANCIAL PLAN**

The long-term financial goal could be the establishment of the Greenwood Cemetery Endowment Trust. The purpose of the trust would be to provide sufficient income to provide for the proper care and preservation of Greenwood Cemetery in perpetuity.

The trust could be managed by an institution able to prudently invest the assets of the trust to provide such income and to grow the principal to provide higher levels of income over time. The third party trustee would contract with the City.

Today, the basic care and preservation of the cemetery costs the City \$30,000± annually. Funds will also be needed periodically to maintain the fence, roads and trees. Additionally, the \$30,000 figure does not include costs incurred at the City Clerk's office or insurance or overhead for financial record keeping, payroll and the like.

The trust could utilize a Total Return Investment approach and anticipate paying to the cemetery 4% of principal annually. If this were the policy, to provide \$30,000 of income would require principal of \$720,000. A reasonable goal for the Endowment Trust to be fully funded would be \$1,000,000 of principal.

The principal can come from the City as a one-time contribution to, in time, eliminate this ongoing cost to taxpayers. Further, a percentage of the sale of new burial rights can be placed in the trust.

As the City considers the expansion of Greenwood Cemetery in a ten- (10) year effort to create a sustaining endowment fund, it may be advisable to partially or totally outsource this program. If this plan is adopted, can the Public Services Department support greater levels of burial activity? Who will provide the sales and marketing support, greater levels of accounting and record keeping activity? The answers to these questions need to be fully understood to allow the program to move forward and succeed.

As a part of this process, we suggest a Request for Proposals be posted for a cemetery management proposal. The RFP can define the concept in terms which can best achieve the City's short-term and intermediate-term goals to enable a sustainable long-term solution.

##### The Goals

- Provide cemetery space to City residents within the historic Greenwood Cemetery.
- Establish an endowment trust to sustain Greenwood in perpetuity.

- Implement the plan to place \$1,000,000 in such a trust over not more than ten (10) years.
- Maintain the grounds to the same high standards.
- Eliminate the need for taxpayer subsidy of Greenwood.
- Reduce burden of the cemetery on the City Clerk's office and the Department of Public Services.

#### The Elements of a Possible Agreement

- A qualified company to manage all aspects of the cemetery
- An approved fee schedule
- An approved plan for the addition of in-ground burial spaces, in-ground cremation burial spaces, policy change on second right of interment for cremated remains, columbarium development
- An agreement which rewards the contractor's performance and covers its costs reasonably while directing funds to the Greenwood Cemetery Endowment Fund
- Possibly seed the fund with a contribution from the City General Funds as proposed in the prior section

#### The Conceptual Agreement

- The contractor has control of all aspects of the cemetery's management and operations with periodic reports to the City.
- The City retains title to the property and controls the Greenwood Cemetery Endowment Trust through a third party trustee.
- The income from the trust, at a rate of 4.0% of principal on the 1<sup>st</sup> of July in the current year, will be paid quarterly to the contractor, utilizing a total return investment approach.
- The contractor is responsible for all operating expenses.
- The contractor receives and retains 100% of service fees for interments, second right of burial fees, installation and foundation fees.
- The contractor will manage the accounting and physical record keeping and provide all customer services.

- The contractor may offer floral and landscape services as well as offer memorials to the grave and lot holders.
- The contractor sells the burial rights in the new lawn crypt, urn garden, columbarium area. The proceeds from such sales will be divided as follows:
  - 50% to the Greenwood Cemetery Endowment Trust
  - 30% to contractor
  - 20% to City as a capital cost recovery
- Any additional development plans or ideas will be subject to City review and approvals as required.
- The contractor may study the acquisition and use for cemetery purposes of the lot on Oak that is contiguous to the cemetery property.
- Include a mutually agreeable provision on reporting, termination and the like, as are customary to such an agreement.

The responses to the RFP can be factored into the planning decision-making.

**GREENWOOD CEMETERY  
BIRMINGHAM, MICHIGAN**

**APPENDIX A**

**RULES AND REGULATIONS**



**ATTACHMENT D - EXISTING POLICES & PROCEDURES**  
**For Professional Cemetery Management Consultant Services**

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**CITY OF BIRMINGHAM**  
**GREENWOOD CEMETERY OPERATIONAL PROCEDURES,**  
**CONDITIONS AND REGULATIONS**

**DEFINITIONS:**

The following words and phrases, when used, the following sections shall, 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 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.

**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 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.
- d. Break, injure, remove, or deface any monument or marker on the cemetery grounds.
- e. Bring any dog or animal into the cemetery grounds, except by permission of the Superintendent.
- f. Bring or discharge any firearm on the cemetery grounds, except in the conduct of military funerals.
- g. Carry any refreshments or intoxicants into the cemetery grounds, or consume such while in the cemetery.
- h. Use any form of advertising on cemetery grounds.
- i. Conduct her/himself in any other than a quiet and respectful manner while on the cemetery grounds.

#### **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.

#### **MAINTENANCE AND PERPETUAL CARE**

The City shall be responsible for the maintenance and repair of the driveways, buildings, water system and fences. The City shall also cut and maintain the grass areas, rake 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 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. The City shall not contract or agree to give special care to any section, lot or burial space except as above provided.

### **MONUMENTS, GRAVE MARKERS AND FOUNDATIONS FOR SAME**

Monuments will be permitted only on lots having 90 or more square feet of area under one ownership. No more than one monument shall be erected on any lot.

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

- a. Each monument or marker shall be supported on a concrete foundation not smaller than the base of the monument or marker it supports and not less than forty-two (42) inches deep below the ground surface. Such foundation shall be constructed only by the City after payment therefore has been made. Foundations will be poured April to November, weather dependent, as determined by the Superintendent. Requests received after November 1<sup>st</sup> will be held until conditions allow for installation.
- b. 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.
- c. Designs for monuments or markers must be submitted to the Superintendent or to a person designated by him to act in his stead, when application is made for construction of foundations.
- d. No monument or marker of artificial stone, sandstone, limestone, or soapstone will be permitted.
- f. All contractors and workmen engaged in setting monuments shall be under the supervision of the Superintendent or a person designated by him, and they will be held responsible for any damage resulting from their negligence or carelessness. No work of setting monuments or markers shall be started that cannot be completed by the end of the day following the start of such work.

### **FLUSH MEMORIAL SECTION - F-NORTH ONLY**

- a. No, structures shall be placed or constructed by anyone other than employees of the Department of Public Services in the area of Greenwood Cemetery designated as the "Flush Memorial Section".

- b. Bronze or granite markers only, set flush with the turf, will be permitted in this section. No structures which would extend above the ground level shall be permitted.

## **FUNERALS AND 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.

Department personnel will provide opening and closing of grave, initial and periodic maintenance only, and will not be responsible for handling and lowering vault or casket. 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 and shall be installed by the funeral director or vault company.

In all interments of cremated remains, the container shall be installed by the 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 Department. No burials are to be made on Sunday or legal holidays, except by permission of the Superintendent. Overtime charges will apply.

The Department must be notified through the City Clerk, 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.

When it is necessary to prepare for an interment or disinterment (location, opening and/or closing), an overtime charge will apply. 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 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. 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. Up to three (3) cremated remains (only) may be placed on a single grave space.

### **DISINTERMENT**

Disinterment of a full burial shall not be made without first obtaining a permit for the removal from the local health officer of Oakland County. Such request for removal is to be made upon such forms as may be provided, and shall include such information as may be required, by the local health officer.

### **SCHEDULE OF FEES AND CHARGES**

Fees and other charges are as set forth in the City Code.

Adopted by the Birmingham City Commission October 18, 1971 Resolution No. 1434-71.

### **REVISION**

Adopted by the Birmingham City Commission February 13, 1984 Resolution No. 02-97-84.

Adopted by the Birmingham City Commission February 23, 2009 Resolution No. 02-52-09.

The obligations of the City as herein set forth may, from time to time, be modified by the Birmingham City Commission.

## **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 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 shall have the right to remove from any lot any objects, including trees and shrubs and flower pots, that, in the opinion of the Superintendent are injurious to the appearance of the cemetery.
- d. Ironwork, seats, vases, and urns 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. Urns of iron or granite for the planting of flowers will be removed from lots and put in storage if not filled by July 1<sup>st</sup>. Urns 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 to act in his stead in matters pertaining to the cemetery.
- g. The planting of flowers on any lot, or otherwise disturbing the sod, shall release the City 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, artificial flowers, 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.
- i. The Superintendent reserves the right to remove from beds, graves, vases, urns, 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.

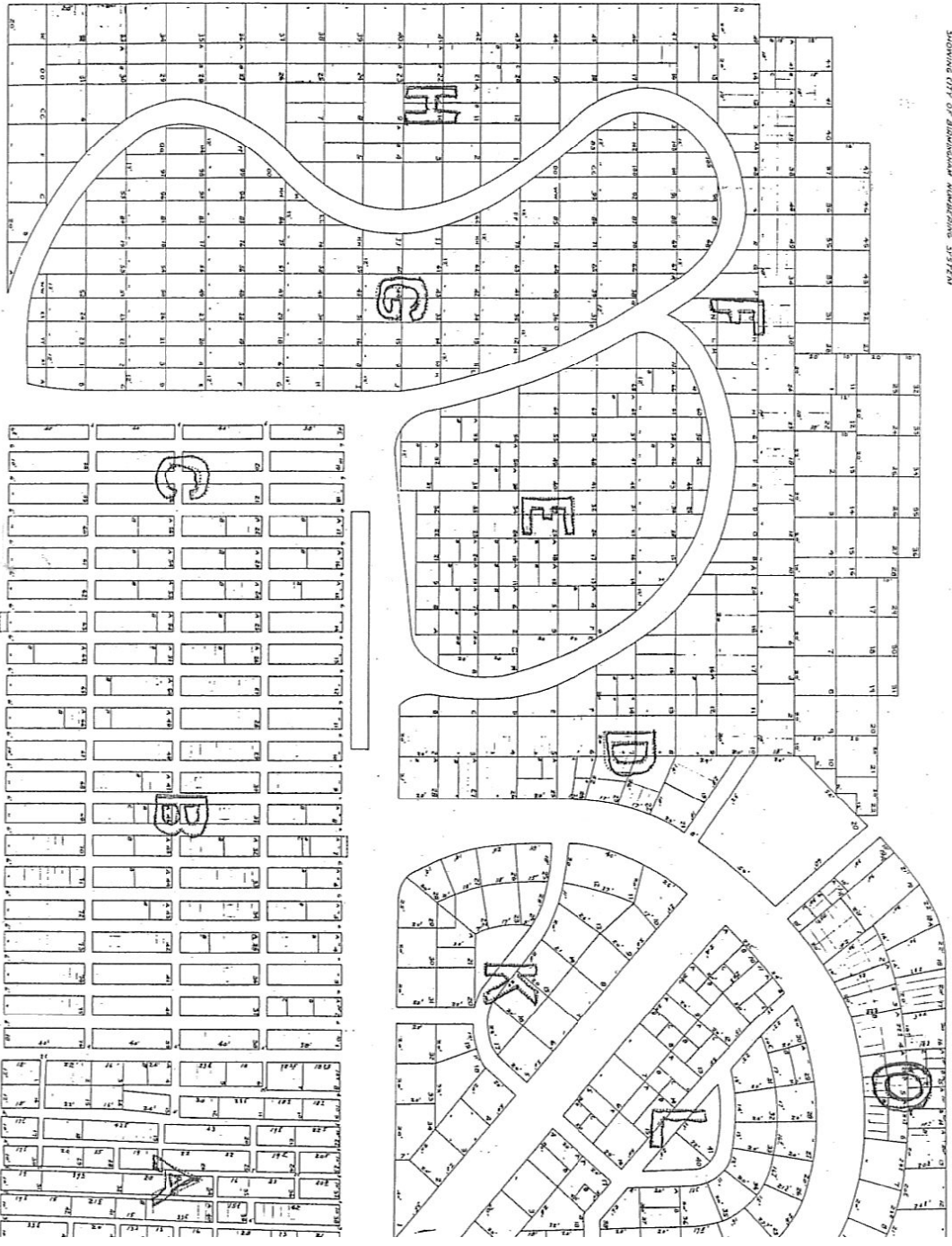
**GREENWOOD CEMETERY  
BIRMINGHAM, MICHIGAN**

**APPENDIX B**

**MAP OF THE CEMETERY, FEE SCHEDULE, REVENUE HISTORY**

# GREENWOOD CEMETERY

SHOWING CITY OF ALBANY'S WATERING SYSTEM



Oak St.



**Greenwood Cemetery (126-26)**

Grave space accommodating one full burial or three cremations	\$3,000.00
Grave space accommodating up to two cremations	\$2,000.00
Grave space accommodating one cremation	\$1,000.00
Administrative fee for transfer of grave ownership	\$ 50.00
Interment and disinterment fees:	
Cremation	\$ 150.00
Full Burial	\$ 600.00
Foundation charges for markers & monuments:	
12" x 24" or less	\$ 200.00
Larger than 12" x 24" additional per square inch	\$ 0.70
Special Installation	\$ 400.00
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.	\$ 200.00

101-000.000-626.0001 – Foundation  
101-000.000-626.0002 – Opening  
101-000.000-674.0002 – Sale of Lots & Deed Transfer Fee

Foundations

10-11	\$3,158
11-12	\$2,185
12-13	\$0

Openings/Burials

10-11	\$7,900
11-12	\$4,850
12-13	\$750

Sale/Transfer

10-11	\$350
11-12	\$350
12-13	\$0

8/15/12

**GREENWOOD CEMETERY  
BIRMINGHAM, MICHIGAN**

**APPENDIX C**

**GLOSSARY OF TERMS**

## GLOSSARY OF TERMS

**Burial** is the disposition of human remains, traditionally, below ground.

**Care** is the general maintenance of the Cemetery and of the lots, graves, crypts and niches therein within the sole discretion of the Cemetery; including cutting a trimming of lawn, keeping in repair the drains, water lines, roads, building, fences and other structures, in keeping with a well-maintained cemetery; also, overhead expense necessary for such purposes, including maintenance of machinery, tools and equipment for such care; compensation of employees, payment of insurance premiums, reasonable payments for employees' benefit plans and maintaining necessary records of ownership, transfers and burials.

**Casket** or coffin is a rigid container designed for the encasement of human remains and customarily constructed of wood or metal, ornamented and lined with fabric.

**Cemetery** is the Cemetery Corporation in its entirety.

**Certificate of Ownership** (Interment Rights) or Deed for Interment Rights is the document by which the Cemetery conveys a right of interment, entombment or inurnment in an Interment Space.

**Columbarium** is an arrangement of niches that may include an entire building, a room, a series of special indoor alcoves, a bank along a corridor or part of an outdoor garden setting. (Plural of columbarium --columbaria)

**Community Mausoleum** is a structure, above ground, containing niches and crypts used or intended for use by members of the general public.

**Community Niche** is a common area where several cremation containers may be placed.

**Companion or Double Lawn Crypts** is an Interment Space in the Cemetery that contains a pre-constructed, pre-buried vault capable of holding two or more caskets.

**Companion Lawn Niche** is a space in an urn garden designed to accommodate two cremated remains.

**Companion Lawn Urn** is a receptacle into which two cremated remains may be placed made of bronze, bronze plate, durable plastic or a combination thereof.

**Companion Mausoleum Crypt** is a space in a mausoleum capable of holding two caskets.

**Companion Columbarium Niche** is a space in a Columbarium designed to accommodate the cremated remains of two persons.

**Contractor** is any person, firm or corporation or anyone engaged in placing, erecting or repairing any memorial or performing any work in the Cemetery's grounds, other than an employee of the Cemetery.

**Cremated Remains** is what remains after the cremation process is completed.

**Cremation Vault** is a container for an urn made of concrete, metal, fiberglass or durable plastic.

**Crypt** is a casket space in a mausoleum used for or intended to be used for the entombment of human remains.

**Endowment Care Fund** is a fund that contains a portion of the monies collected from the sale of interment spaces and memorial. The net income from this fund is used to defray expenses and maintain the Cemetery.

**Entombment** is the placement of human remains into a crypt.

**Family Mausoleum** is a private, aboveground structure containing crypts purchased by one family.

**Family Burial Estate** is an area of lots restricted to a group of persons related by blood or marriage.

**Foundation** is the base (granite or concrete) on which a memorial is installed.

**Garden** is a section of the Cemetery containing Interment Spaces that may be identified by a particular name or number and/or by the type of memorial authorized.

**Given Name** is the first name of an individual.

**Grave** is a space of land in the Cemetery used for or intended to be used for the burial of human remains.

**Individual Memorial** is a memorial for one person.

**Interment** is the burial or entombment of human remains or the inurnment of cremated human remains.

**Interment Space** is a grave, crypt, niche or plot.

**Installation and Maintenance** is the preparation of the earth to place a memorial, the placement of the memorial and the future maintenance of same.

**Lawn Crypt** is an Interment Space in the Cemetery that contains a pre-constructed and pre-buried vault capable of holding a casket.

**Lawn Niche** is an interment space in an urn garden in the Cemetery used for or designated to be used for the burial of cremated remains.

**Lawn Space** is the grave space in the Cemetery used for or designated to be used for the burial of human remains.

**Lawn Urn** is a receptacle designated for burial into which the cremated human remains of one person are placed, usually made of bronze, bronze plate, durable plastic or a combination thereof.

**Lawn Vase** is a receptacle for the placement of flowers on a grave, lawn crypt, lawn niche or memorial.

**Liner** is a container made of concrete, fiberglass or steel with or without a bottom to be used for the burial of a casket.

**Lot** is a grave, crypt or niche.

**Maintenance** is the maintenance of the Cemetery as defined under Care.

**Mausoleum** is a structure, aboveground, for interment of human remains; it may contain a combination of crypts, niches or columbaria.

**Mausoleum Crypt** is a space in a mausoleum capable of holding a casket.

**Mausoleum Niche** is a space in a mausoleum or columbarium used or designated to be used for inurnment of cremated human remains in an urn.

**Mausoleum Vase** is a receptacle for the placement of flowers on or a crypt or niche.

**Memorial** is a monument, tombstone, grave marker or headstone identifying a grave or graves or a nameplate with inscription identifying a crypt or niche.

**Memorialization** (Cremation) is the placement of cremated remains in an Interment Space or scattering in a Scattering Garden within the cemetery with a marker or cenotaph for nameplates.

**Monument** is an upright memorial made principally of stone.

**Niche** is a space in a mausoleum or columbarium used or intended to be used for the inurnment of cremated human remains.

**Owner/s** is the person or persons to whom the Cemetery has conveyed a burial right or rights or a person or persons who have acquired such rights by transfer in accordance with the rules of the Cemetery or a person or persons who hold such burial right or rights by inheritance.

**Plot** is two or more adjoining graves, crypts or niches.

**Pre-Construction Mausoleum** is a mausoleum on which construction has not commenced or is not completed.

**Pre-Need** is purchasing cemetery property in advance of actual need. The property may be developed or undeveloped.

**Scattering Garden** is an area of the Cemetery or mausoleum for the scattering of cremated remains in a non-recoverable manner in a common area.

**Special Care** is the care of a lot in accordance with specific instructions on the basis of any annual charge or to the extent of income derived from a special trust fund created by an Owner.

**Surname** is a person's last name.

**Temporary marker** is a form of identification placed on an Interment Space at the time of burial but not maintained thereafter.

**Urn** is a container used for cremated remains.

**Urn Garden** is an outdoor area in a Cemetery used for or designated to be used for the underground burial of cremated human remains in an urn.

**Vault** is any container or enclosure made of concrete, fiberglass or steel that encloses the casket and is placed in a grave to prevent the collapse of the grave and to protect the casket.



**GREENWOOD CEMETERY  
BIRMINGHAM, MICHIGAN**

**APPENDIX D**

**CONSULTANT'S CREDENTIALS**

# L. F. SLOANE CONSULTING GROUP, INC.

MANAGEMENT • MARKETING • ADVERTISING • PUBLIC RELATIONS ■  
APPRAISAL SERVICES

CONSULTANTS

Serving Religious, Not-For-Profit, Private and  
Public Companies Primarily Within the  
Cemetery/Funeral Service Industry

40 Folmsbee Drive  
Albany, NY 12204  
Telephone (518) 463-1736  
Facsimile (518) 463-1927  
Cell (518) 424-7757

[ifsloane@aol.com](mailto:ifsloane@aol.com)

## **LAWRENCE F. SLOANE PRESIDENT**

Lawrence F. Sloane, the firm's founder and President, is a fourth generation cemeterian with a unique blend of experience as a practical, everyday cemetery manager, service in the public sector and as a consultant.

A graduate of Syracuse University, Larry served as administrator and sales manager for Oakwood Cemeteries in Syracuse, New York for eleven years. The company included the historic monumented Oakwood, a turn of the century Garden Cemetery, Morningside and a memorial park, White Chapel. The cemeteries also operated nine religious cemeteries for the Jewish Community in Syracuse.

During this same period, Larry worked for the New York State Senate. His role was as Director of Operations for first the Senate Committee on Corporations, Authorities and Commissions and later the Senate Committee on Insurance. His work for the Senate spanned seven legislative sessions.

In 1981, Larry established his firm and has served the industry as a management, marketing and public affairs consultant for over two decades. He is the former president of the New York State Association of Cemeteries (NYSAC). He has addressed the NYSAC and The International Cemetery and Funeral Association's (I.C.F.A.) Spring and Fall conventions on numerous occasions, as well as many state and regional groups.

Larry served as a member of the I.C.F.A. Government and Legal Affairs Committee and as Chairman of the organizations Committee on State Associations and Legislation.

The firm, under Larry's leadership relocated to Albany, New York from Syracuse in 1984. Committed to this service industry, Larry continues to seek improved and innovative ways to assist his clients in achieving excellence. The growth of the public companies and combination funeral home-cemeteries has resulted in the firm's increased work with funeral homes as well as cemeteries over the last decade.

**NATIONAL ASSOCIATION MEMBERSHIPS**  
International Cemetery, Cremation and Funeral Association  
National Catholic Cemetery Conference  
Cremation Association of North America

As members in good standing of these associations,  
we subscribe to and uphold their respective codes of ethics & good cemetery practices

## **CAPABILITIES**

### **BUSINESS PLANNING**

• Inventory analysis and projections • Pricing and product mix analysis • Columbarium and mausoleum planning and financial models • Cash flow analysis • Personnel needs and compensation • Competition and demographic reports • Overall active life projections • Trust fund development planning and investment vehicles • New cemetery and funeral home planning and financing

### **SALES & MARKETING**

• Sales planning and projections • Marketing strategies • Sales programming and terms of sale • Sales management and memorial advisor recruiting/training • Supervision with continuing training • Total sales contracts where appropriate

### **ADMINISTRATION & OPERATIONS**

• Automation and computerization • Office operations and procedure manuals • Personnel needs and job descriptions • New products and services development • Capital budgeting and equipment reviews • Collection systems, consumer relations • Form development and implementation • Rules and regulations and by-law reviews • Section layout and development • Mapping services • Overall administration and operational reviews

### **PUBLIC RELATIONS SERVICES**

• Strategies concept and implementation • News articles concept and copy • Release placements • Event, conference and meeting planning • Newsletter copy /implementation

### **CEMETERY & FUNERAL HOME EVALUATIONS / APPRAISALS**

• Provide evaluations/appraisals of cemeteries and funeral home businesses in conjunction with corporate financing, estate planning and succession planning • Business brokerage of cemetery and funeral service firms



## CURRENT & FORMER CLIENTS

Acacia Park Cemetery,  
North Tonawanda, NY  
AccuRecords LLC, Glenmont, NY  
Adat Shalom Memorial Park, Livonia, MI  
Albany Rural Cemetery, Albany, NY  
American Bronze Craft, Judsonia, AR  
Archdiocese of Atlanta, GA  
Archdiocese of Boston, MA  
Archdiocese of Detroit, MI  
Archdiocese of San Francisco, CA  
Archdiocese of Los Angeles, CA  
Archdiocese of Miami, FL  
Arlington Cemetery, Philadelphia, PA  
Arlington Memorial Park, Milwaukee, WI  
Assumption Cemetery, Syracuse, NY  
Austin/Alexander Project, Austin, TX  
Ave Maria Catholic Church, Parker, CO

Banc of America, Costa Mesa, CA  
BancorpSouth Bank, Lewisville, MS  
Bank One, Columbus, OH  
Battle Creek Memorial Park,  
Battle Creek, MI  
Beasley Wilson Allen Main & Crow,  
Montgomery, AL  
Bellefontaine Cemetery, St. Louis, MO  
Beth El Memorial Park, Livonia, MI  
Beth Israel Cemetery, Woodbridge, NJ  
Bethel Memorial Park, Pennsauken, NJ  
Bogner, David Family Mortuary,  
North Ridgeville, OH  
Boyd-Veigel, McKinney, TX  
Bradshaw Group, St. Paul, MN  
Brandenberg Properties, San Jose, CA  
Brookside Cemetery, Watertown, NY  
Buchanan Group, Inc., Indianapolis, IN  
Bur Valuation Group,  
Farmington Hills, MI

Canajoharie Falls Cemetery,  
Canajoharie, NY  
Catholic Management Services,  
Pleasanton, CA  
Cedar Hill Cemetery, Newburgh, NY  
Cedar Hill Cemetery, Suitland, MD  
Cedar Lawn Cemetery, Paterson, NJ  
Celebris, Montreal, Quebec, Canada  
Cemetery Development Company,  
South Amboy, NJ  
Chapel Hill Associates, Grand Rapids, MI  
Chapel Hill Cemetery, Freeland, MI

Chapel Hill Funeral Home, Osceola, IN  
Chapel Hill Memorial Gardens,  
Lansing, MI  
Chapel Hill Memorial Gardens,  
Osceola, IN  
Chapman University, Orange, CA  
Chestnut Grove Cemetery, Herndon, VA  
Cheviot Cemetery, Cheviot, OH  
Christian Memorial Gardens,  
Rochester Hills, MI  
Christian Memorial Gardens, East  
Peck, MI  
Church at Rocky Peak, Chatsworth, CA  
City of Billings, MT  
City of Bowie, MD  
City of Boca Raton, FL  
City of Burleson, TX  
City of Coppell, TX  
City of Elgin, IL  
City of Elmira, NY  
City of Grand Prairie, TX  
City of Grand Rapids, MI  
City of Grand Haven, MI  
City of Herdan, VA  
City of Jackson, MI  
City of Lansing, MI  
City of Longview, TX  
City of Muskegon, MI  
City of New Britain, CT  
City of New York, NY  
City of Norfolk VA  
City of Ocoee, FL  
City of Pleasanton, CA  
City of Santa Monica, CA  
Clinton Grove Cemetery  
Mount Clemens, MI  
Cloverdale Memorial Park, Boise, ID  
Clover Hill Park Cemetery  
Royal Oak, MI  
Cloverleaf Memorial Park,  
Woodbridge, New Jersey  
Collins Funeral Home, Scottsburg, IN  
Community Church of Joy, Glendale, AZ  
Covington Memorial Funeral Home,  
Fort Wayne, IN  
Covington Memorial Gardens,  
Fort Wayne, IN  
Crown Hill Memorial Park, Utica, NY

Dale Cemetery, Ossinging, NY  
Dann Pecar Newman & Kleiman, P.C.

Indianapolis, IN  
 Daniels Chapel of Roses, Santa Rosa, CA  
 Dansville Cemetery, Kilgore, TX  
 Deepdale Memorial Gardens,  
 Lansing, MI  
 Dennison Cemetery, Kingston, PA  
 DePree Bickford, Chicago, IL  
 Detroit Water and Sewer Authority, MI  
 Diocese of Albany, NY  
 Diocese of Cleveland, OH  
 Diocese of Erie, PA  
 Diocese of Joliet, IL  
 Diocese of Memphis, TN  
 Diocese of Norwich, CT  
 Diocese of Oakland, CA  
 Diocese of Rockford, IL  
 Diocese of Sacramento, CA  
 Diocese of Saginaw, MI  
 Diocese of San Jose, CA  
 Diocese of Spokane, Spokane, WA  
 Diocese of Stockton, Stockton, CA  
 Donelson, Sewell & Matthews Mortuary,  
 Hillsboro, OR  
 Dulaney Valley Memorial Gardens  
 Timonium, MD  
  
 Eastlawn Memory Gardens,  
 Okemos, MI  
 EDAW Design Group, Seattle, WA  
 Elkins Funeral Home, Florence, AL  
 Elmlawn Cemetery, Kenmore, NY  
 Elmwood Cemetery, Detroit, MI  
 Episcopal Diocese of Long Island,  
 Garden City, NY  
 Evergreen Cemetery, Evergreen, IL  
 Evergreen Cemetery,  
 Kewanee, IL  
 Evergreen Services, LLC  
 Cleveland, TN  
  
 Fair Lawn Memorial Cemetery,  
 Fair Lawn, NY  
 Fairview Cemetery, Lincoln, NE  
 Fairmont Cemetery, Newark, NJ  
 Faith Community Church,  
 Orange County, CA  
 Fenton Corporation, Fenton, MI  
 Ferncliff Cemetery, Hartsdale, NY  
 First Presbyterian Church, Plymouth, MI  
 Flanner & Buchanan Funeral Homes  
 Indianapolis, IN  
 Flint Memorial Park, Mount Morris, MI  
 Floral Park Cemetery Association,  
 Indianapolis, IN  
 Fluehr Funeral Home, Philadelphia, PA

Flushing Cemetery, Flushing, NY  
 Forest Home Cemetery, Chicago, IL  
 Forest Home Cemetery, Milwaukee, WI  
 Forest Lawn Cemetery, Gresham, OR  
 Forest Lawn Cemetery, Buffalo, NY  
 Forest Lawn Cemetery, Macomb, IL  
 Forest Lawn Memorial Chapel,  
 Greenwood, IN  
 Forest Lawn Memory Gardens  
 Greenwood, IN  
 Fort Hill Cemetery, East Hampton, NY  
 Frederick Memorial Gardens,  
 Gaffney, SC  
  
 Garden View Funeral Home, Muncie, IN  
 Gardens of Gethsemane,  
 West Roxbury, MA  
 Gardens of Memory, Muncie, IN  
 Georgia Marble Company, Kennasaw, GA  
 Gill Funeral Home, Washington, IN  
 Ginghamberg United Methodist  
 Church, Tipp City, OH  
 Glen Eden Memorial Park, Livonia, MI  
 Goolsby Olson & Proctor, P.C.,  
 Norman, OK  
 Graceland Cemetery, Albany, NY  
 Graceland Cemetery, Chicago, IL  
 Graceland East Memorial Park,  
 Simpsonville, SC  
 Graceland/Fairlawn Cemetery,  
 Decatur, IL  
 Grandstaff-Hentgen Funeral Home,  
 Wabash, IN  
 Green Cemetery, Glastonbury, CT  
 Green Lawn Abbey, Columbus, OH  
 Green Lawn Cemetery,  
 Columbus, OH  
 Green-Wood Cemetery, The  
 Brooklyn, NY  
 Greenmount Cemetery, York, PA  
 Greenwood Cemetery, Petoskey, MI  
 Greenwood Union, Rye, NY  
  
 Haley, Purchio, Sakai & Smith,  
 Hayward, CA  
 Harleigh Cemetery, Tinton Falls, NJ  
 Heritage Hills, Springboro, OH  
 Highland Cemetery, South Bend, IN  
 Highland Memorial Park, Johnston, RI  
 Highland Memorial Park, Beloit, OH  
 Hillside Memorial Park, Akron, OH  
 Hollywood Memorial Park, Union, NJ  
 Hollywood Cemetery, Union, NJ  
 Holy Cross Cemetery, Detroit, MI  
 Holy Sepulchre Cemetery

Southfield, MI  
 HMIS Software, Nashua, NH

Iles Funeral Homes, Des Moines, IA

Jackson Group, Boca Raton, FL  
 Jones, Day, Reavis & Pogue,  
 New York, NY  
 J. Stuart Todd Architects, Dallas, TX

Kensico Cemetery, Valhalla, NY  
 Kenwood Convent of the Sacred Heart  
 Albany, NY  
 Kingwood Memorial Park,  
 Columbus, OH  
 Kitchen, Judkins, Simpson & High,  
 Tallahassee, FL

La Casa de Cristo Lutheran Church,  
 Phoenix, AZ  
 Lake View Cemetery,  
 Canandaqua, NY  
 Lake View Cemetery, Cleveland, OH  
 Lake View Cemetery, Lavon, TX  
 Lakeside Cemetery, Hamburg, NY  
 Lakewood Park Cemetery,  
 Rocky River, OH  
 Lee Memorial Park, Tupelo, MS  
 Lee, Robert E. Memorial Association  
 Stratford, VA  
 Lincoln Memorial Park, Suitland, MD  
 Lincoln Memory Gardens,  
 Whitestown, IN  
 Linden Grove Cemetery, Covington, KY  
 Linwood Cemetery, Haverhill, MA  
 Locustwood Cemetery, Camden, NJ  
 Lodi Memorial Park & Cemetery,  
 Lodi, CA  
 Loewen Group, Inc.  
 Lord of Life Lutheran Church,  
 Ramsey, MN  
 Lorraine Park Cemetery, Baltimore, MD  
 Lutheran Church of the Redeemer  
 Birmingham, MI

Macomb County Road Commission,  
 Mount Clemens, MI  
 Magnier Management Company,  
 Danbury, CT  
 Malkoff and Associates  
 Villa Park, CA  
 Matt Funeral Services, Utica, NY  
 Mayfield Cemetery, Cleveland Hgts, OH  
 McCarthy & Smith Construction,  
 Farmington Hills, MI

Meierhoffer Family Funeral Homes,  
 St. Joseph, MO  
 Meisner & Associates, Cincinnati, OH  
 Memorial Lawn Cemetery, Wabash, IN  
 Memorial Park Cemetery, Sioux City, IA  
 Memory's Garden, Albany, NY  
 Mission Hills Memorial Chapel,  
 Niles, MI  
 Mound Grove Cemetery, Kankakee, IL  
 Mount Calvary Association, Buffalo, NY  
 Mount Carmel Cemetery, Wyandotte, MI  
 Mount Hope Cemetery, Rochester, NY  
 Mt. Eden Cemetery, Mt. Pleasant, NY  
 Mt. Ever-Rest Memorial Park,  
 Kalamazoo, MI  
 Mt. Ever-Rest Memorial Park North,  
 Kalamazoo, MI  
 Mt. Lebanon Cemetery, Iselin, NJ

National Memorial Park, Suitland, MD  
 Navarre Funeral Home, Baytown, TX  
 New Hope Funeral Home and Cemetery  
 Sunnyvale, TX  
 New Jersey Association of Cemeteries  
 New York Times, New York, NY  
 Niagara Falls Memorial Park,  
 Niagara Falls, NY  
 North Shore Memory Gardens,  
 Benton Harbor, MI  
 Nowell Funeral Home, Louisville, MS

Oak Woods Cemetery, Chicago, IL  
 Oak Ridge/Glen Oak Cemeteries,  
 Hillside, IL  
 Oakdale Cemetery, Davenport, Iowa  
 Oaklawn Memorial Gardens,  
 Galesburg, IL  
 Oakwood Cemetery, Troy, NY  
 Oakwood Cemeteries, Syracuse, NY  
 O'Connor Laguna Hills Mortuary,  
 Laguna Hills, CA  
 Onadaga Valley Cemetery, Syracuse, NY  
 Our Lady of Hope Cemetery,  
 Brownstown Township, MI

Palatine Bridge Cemetery,  
 Palatine Bridge, NY  
 Parker Evangelical Presbyterian Church,  
 Parker, CO  
 Pawtucket Memorial Park, Warwick, RI  
 Pinelawn Memorial Park,  
 Farmingdale, NY  
 Pleasanton Memorial Cemetery  
 Pleasanton, CA



Poughkeepsie Rural Cemetery,  
 Poughkeepsie, NY  
 Princeton Memorial Park, Allentown, NJ  
 Progressive Construction Management,  
 Armada, MI  
 Prospect Hill Cemetery, York, PA  
  
 Quality Marble Imports, Judsonia, AR  
  
 RMR Enterprises, Inc., Memphis, TN  
 Rader Funeral Home, Kilgore, TX  
 Redwood Micro Fund, Carefree, AZ  
 Resthaven Memory Gardens, Avon, OH  
 Rest Haven Memorial Park,  
 Cincinnati, OH  
 Reynolds Plantation, Greensboro, GA  
 Resurrection Cemetery, Danville, IL  
 Right Star Group, Honolulu, HI  
 Ridout Brown Services, Birmingham, AL  
 Ridgewood United Methodist Church,  
 Ridgewood, NJ  
 Riverhurst Memorial Assn., Endicott, NY  
 Riverside Cemetery, Rochester, NY  
 Riverside Cemetery, Macon, GA  
 Roberts, Ralph R. Real Estate  
 Rocha's Mortuary, Lodi, CA  
 Rolling Oaks Cemetery  
 Port St. Lucie, FL  
 Rosehill Cemetery, Chicago, IL  
 Rose Hill Memorial Park,  
 Putnam Valley, NY  
 Rose, Sundstrom & Bentley,  
 Tallahassee, FL  
 Roth Funeral Chapel,  
 Paducah, KY  
 Rowan Memorial Park  
 Salisbury, NC  
 Royal Oak Memorial Gardens, Brookville,  
 OH  
  
 Sacramento Memorial Lawn,  
 Sacramento, CA  
 Saddleback Valley Community Church,  
 Mission Viejo, CA  
 Salem Field & Beth El Cemeteries,  
 Brooklyn, NY  
 Santa Fe Trust, Santa Fe, NM  
 Service Corporation International,  
 Houston, TX  
 Sheppard Mullin Richter & Hampton, LLC  
 Costa Mesa, CA  
 Shuford-Hatcher Funeral Home,  
 Gaffney, SC  
 Sierra View Memorial Park, Mortuary  
  
 & Crematory, Olivehurst, CA  
 Signature Properties, Pleasanton, CA  
 Skyline Wesleyan Church, San Diego, CA  
 Smith Family, Bellville, TX  
 Smith, Vondel & Son Funeral Home,  
 Oklahoma City, OK  
 Somerset Hills Memorial Park,  
 Basking Ridge, NJ  
 Stich Associates, Hartford, CT  
 St. Bernard's Cemetery, Bernardsville, NJ  
 St. David's Episcopal Church Cemetery,  
 Radnor, PA  
 St. Hugo of the Hills, Bloomfield Hills, MI  
 St. James Cemetery, Glastonbury, CT  
 St. John's Church, Cornwall, NY  
 St. Joseph Valley Memorial Park,  
 Granger, IN  
 St. Joseph's Church and Cemetery,  
 Yonkers, NY  
 St. Joseph's Cemetery, Monroe, MI  
 St. Marcus Cemetery, St. Louis, MO  
 St. Mary's Cemetery, Oneonta, NY  
 St. Mary's Cemetery, Randolph, MA  
 St. Mary's Cemetery,  
 North Tewksbury, MA  
 St. Michael's Cemetery, Passaic, NJ  
 St. Michael's Cemetery,  
 East Elmhurst, NY  
 St. Patrick's Cemetery, Lowell, MA  
 St. Patrick's Parish, White Lake, MI  
 St. Thomas of Canterbury Episcopal  
 Church, Temecula, CA  
 Stewart Enterprises, Inc.,  
 New Orleans, LA  
 StoneMor Partners LP, Bristol, PA  
 Stout Risius Ross, Farmington Hills, MI  
 Sunrise Memorial Gardens,  
 Muskegon, MI  
 Sunset Hills Memorial Park,  
 Jamestown, NY  
 Swan Point Cemetery, Providence, RI  
  
 Temple Israel Cemetery,  
 Hasting-on-Hudson, NY  
  
 Tri-Cities Memorial Gardens,  
 Florence, AL  
 Trinity Church and Cemetery,  
 New York, NY  
 Trinity Church, Monroe, MI  
 Trinity Memorial Gardens,  
 Tarpon Springs, FL  
 Tulocay Cemetery, Napa, CA  
  
 Utica Cemetery Association, Utica, NY

Vail, CO, Town of  
Vale Cemetery, Schenectady, NY  
Valhalla Memorial Park, Godfrey, IL  
Valhalla Garden of Memory, Belleville, IL  
Vestal Hills Memorial Park, Vestal, NY

Wachovia Bank, Charlotte, NC  
Wade-Trim, Detroit, MI  
Walnut Grove/Flint Cemetery,  
Worthington, OH  
Washington Park Cemetery East,  
Indianapolis, IN  
Washington Cemetery, Brooklyn, NY  
Washington Memorial Park, Coram, NY  
Washington Cemetery, Washington, NJ  
Washington National Memorial Park,  
Suitland, MD  
Washington State Division of Veterans  
Affairs, Olympia, WA  
West Hartford, CT, Town of  
West Laurel Hill Cemetery,  
Bala Cynwyd, PA  
Western Roses Memorial Park,  
Midland, TX  
Westlawn Cemetery, Chicago, IL

Westlawn Cemetery Association,  
Westland, MI  
White Chapel Memorial Cemetery,  
Troy, MI  
White Chapel Memorial Park, Dewitt, NY  
White Sulphur Springs Cemetery,  
White Sulphur Springs, NY  
Wiltwyck, Cemetery, Kingston, New York  
Windridge Funeral Home, Cary, IL  
Windridge Memorial Park & Nature  
Sanctuary, Cary, IL  
Wisconsin Department of Veterans  
Affairs, Madison, WI  
Wisconsin Memorial Park, Milwaukee, WI  
Woodbury Memorial Park,  
Woodbridge, NJ  
Woodlands Cemetery, The  
Philadelphia, PA  
Woodlawn Cemetery, The, Bronx, NY  
Woodlawn Cemetery, Everett, MA  
Woodlawn Cemetery, Milwaukee, WI  
Woodlawn Cemetery, Syracuse, NY  
Woodlawn Cemetery, Toledo, OH  
Wyuka Cemetery, Lincoln, NE