

RULES AND REGULATIONS

FOR THE OPERATION OF MUNICIPAL CEMETERIES

FORT COLLINS, COLORADO

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[APPENDIX A -- CEMETERY FEES](#)

1.0 INTRODUCTION

These Rules and Regulations are adopted as the RULES AND REGULATIONS FOR THE OPERATION OF THE CITY OF FORT COLLINS MUNICIPAL CEMETERIES and are for the mutual protection of all right of interment owners and the City of Fort Collins, and are intended to provide the Cemeteries with a uniform and permanent beauty.

All right of interment owners, visitors, Cemetery employees, persons working directly or indirectly for right of interment owners and all rights of interment spaces sold shall be subject to these Rules and Regulations, and subject further to such other rules and regulations, amendments or alterations as shall be adopted by the City of Fort Collins from time to time. Reference to these Rules and Regulations in the City's sales transaction form or any other document shall have the same force and effect as if set forth in full therein.

Requests or complaints should be directed to the Cemetery office which is located at the entrance of Grandview Cemetery at the west end of Mountain Avenue. All requests and complaints will be attended to in a prompt manner.

The City of Fort Collins cordially welcomes the public to the Memorial Parks and reminds all visitors that damaging Cemetery property is punishable by law.

2.0 **DEFINITIONS**

Burial Receptacle – container designed to enclose a casket for burial purposes.

Burial Space – a single space within a platted lot designed for the interment of a human body.

Cemetery – a burial park for earth burial, crypt entombment, and niche inurnment owned by the City of Fort Collins, Colorado, including:

- a) all land dedicated, reserved or used for interment purposes;
- b) all vegetation therein;
- c) all graves, crypts, niches or other interment spaces therein;
- d) all works of art therein;
- e) all roads, walkways and other structures of every kind therein;
- f) all equipment and facilities incident to the operation of Cemeteries;

Cemeteries – all of the Cemeteries owned by the City of Fort Collins, Colorado.

City – the City of Fort Collins, Colorado.

City Council – the Council of the City of Fort Collins, Colorado.

Columbarium – an arrangement of niches that may be attached to a building or be standing by themselves.

Community Mausoleum – a structure above ground containing crypts and niches.

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

Cremated Remains – the remains after the cremation process is completed.

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

Disentombment – the removal of the entombed remains of a deceased person, the casket, if any, and the burial receptacle from the crypt.

Disinterment – the removal of the interred remains or cremated remains of a deceased person, the casket or container, if any, and the burial receptacle from the ground.

Double Depth Burial Space – a single space within a platted lot designed for the interment of two (2) bodies in separate burial receptacles, one above the other.

Entombment – the interment of the remains of a deceased person in a mausoleum.

Foundation – the base or foundation upon which a memorial is installed.

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

Green Burial – a burial without embalming or a burial receptacle, and if a casket or shroud is used it must be made of non-toxic, biodegradable materials.

Interment – the (a) burial, or (b) entombment of human remains, or (c) the inurnment of cremated human remains, or (d) the placement of cremated remains in an ossuary.

Inurnment – the placement of cremated human remains in a container and placement of such container in a niche or grave.

Lot – a platted lot within a Cemetery consisting of one or more burial spaces.

Mausoleum – an above ground structure for interment of human remains.

Memorial – a monument, grave marker or headstone identifying a grave or graves. Also an inscription identifying a crypt or niche.

Memorial Park – same as Cemetery.

Monolith – a one-piece memorial of a particular design; usually a stone of narrow width and depth.

Monument – same as Memorial.

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

Ossuary – a container or receptacle, such as a vault, for the co-mingling of cremated remains.

Owner – the person or persons:

- a) to whom the Cemetery has conveyed a right or rights of interment;
- b) who have acquired such right or rights by transfer in accordance with these rules and regulations; or
- c) who hold such right or rights by inheritance.

Perpetual Care – the general maintenance of lots and burial spaces, as well as the ground, walks, roadways, boundaries and structures within the Cemeteries, to the end that said areas shall remain and be reasonably cared for as Cemetery grounds forever; including but not limited to cutting and watering the grass upon the same at reasonable intervals, raking and cleaning the same, the general care and pruning of trees and shrubs that may be placed on the same by the City, and filling in sunken burial spaces. Such care is, or course, subject to weather conditions and other factors beyond the control of the City. The term “Perpetual Care” shall in no way be construed as meaning the maintenance, repair or replacement of any memorial, monument or

monolith placed or erected on lots or burial spaces; nor the planting of flowers or ornamental plants; nor the maintenance or doing of any special or unusual work; nor the repair or reconstruction of any marble, granite, bronze or concrete work on any section, lot or any portion or portions thereof damaged by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, insurrections, riots, or by order of any military or civil authority, invasions or causes beyond the reasonable control of the City, whether the damage be direct or collateral.

Urn – a container for cremated remains.

3.0 OWNERSHIP AND MANAGEMENT

3.1 OWNED BY THE CITY

Grandview and Roselawn Cemeteries are owned and managed by the City of Fort Collins.

3.2 CONTROL BY CITY COUNCIL

The City Council has the right of general control of the Cemeteries in all matters, whether or not they are specifically covered by these Rules and Regulations.

3.3 MANAGEMENT

The operation of the Cemeteries shall be under the direction of Culture, Parks, Recreation and Environment (CPRE).

3.4 CEMETERY SUPERVISOR TO ENFORCE RULES

The Cemetery Supervisor is hereby expressly empowered to enforce these Rules and Regulations, and to exclude from the Cemeteries any person violating the same. If any funeral director or other individual involved in the funeral or cemetery business is found by the Cemetery Supervisor to have violated these Rules and Regulations, such individual may be excluded from the Cemeteries, effective upon mailing of a notice of the violation to them. Such individual shall only be readmitted by the Cemetery Supervisor upon proof that the violation did not occur, has been cured or other appropriate assurances are received. The Cemetery Supervisor shall have complete charge of the Cemeteries' grounds and buildings, and, at all times, shall have supervision of all persons within the Cemeteries, including but not limited to the conduct of funeral processions (upon reaching a Cemetery), traffic, employees, Owners and visitors.

3.5 ADMISSIONS TO CEMETERIES

Entrance into the Cemeteries other than through the main entrance is strictly forbidden. The City reserves the right to refuse admission to the Cemeteries and to refuse the use of any of the Cemeteries' facilities to any person or persons who violate these Rules and Regulations or any other applicable law.

3.6 BUSINESS OFFICE

All fees, payments or charges for any right of interment or service shall be paid to the City at the Cemetery office. All applications for purchase, transfer, assignment of right of interment, interment and disinterment orders, foundation and monument permits, Perpetual Care or special permits of any kind shall be made at the Cemetery office.

3.7 CITY NOT RESPONSIBLE FOR DAMAGE

The City shall take reasonable precautions to protect Owners and lots from loss or damage. However, the City disclaims any responsibility for loss or damage from causes beyond its reasonable control, including but not limited to damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage is direct or collateral.

3.8 LIABILITY FOR DAMAGE

Any person damaging, or causing to be damaged, any Cemetery property, whether owned by the City or an individual, will be held liable to repair said damaged property or to replace the property damaged to its former state without delay, and in a manner satisfactory to the Cemetery Supervisor.

3.9 CITY SHALL NOT DISCRIMINATE

All decisions made by the City and its employees in connection with the operation of the Cemeteries shall be made without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

4.0 CONTROL OF WORK BY CITY

4.1 WORK TO BE DONE BY CITY

Except as otherwise provided herein, all grading, landscape work and improvements of any kind, and all care of lots shall be done, and all trees, shrubs and herbage of any kind shall be planted, trimmed, cut or removed, and all opening or closing of graves and all interments, entombments inurnments, disinterments or removals shall be made by the City.

4.2 CITY MUST DIRECT AND MAY REMOVE IMPROVEMENTS

All improvements or alterations of property in the Cemeteries shall be under the direction of and subject to the consent, satisfaction and approval of the Cemetery Supervisor, and should such changes be made without his/her written consent, or, in the event that any time, in his/her judgment, they become unsightly to the eye, he/she shall have the right to remove, alter or change such improvements or alterations at the expense of the Owner.

5.0 ROADWAYS AND REPLATTING

5.1 RIGHT TO REPLAT, REGRADE AND USE PROPERTY

The right to enlarge, reduce, replat and/or change the boundaries or grading of the Cemeteries or of a section or sections, from time to time, including the right to modify and/or change the locations of or remove or regrade roads, drives and /or walks, or any part thereof, is hereby expressly reserved. The right to lay, maintain and operate or alter or change pipelines and/or gutters for sprinkler systems, drainage lakes, etc. is also expressly reserved; as well as the right to use Cemetery property, not sold to Owners, for Cemetery purposes, including the interring and preparing for interment of human bodies, or for anything necessary, incidental or convenient thereto. The City reserves for itself, and to those lawfully entitled thereto, a perpetual right to ingress and egress over lots for the purpose of passage to and from other lots.

5.2 NO RIGHT GRANTED IN ROADWAYS

No easement or right of interment is granted to any Owner in any road, drive or walk within the Cemeteries, but such roads, drives or walks may be used as a means of access to or within the Cemeteries during normal operating hours.

5.3 RIGHT TO CLOSE ROADWAYS

The Cemetery Supervisor shall have the right, at any time, to close any road, drive or walk within the Cemeteries.

6.0 CONDUCT WITHIN THE CEMETERIES

6.1 TRAVERSING CEMETERY PROPERTY

Persons within a Cemetery shall use only the roads, drives or walks as thoroughfares and no person shall walk on the grass unless it is necessary to do so to reach a particular lot, except that a worker may use such space as is necessary to perform maintenance or other services in connection with a lot. Any person using any portion of a Cemetery other than the roads, drives or walks as a thoroughfare is hereby declared to be a trespasser and the City shall in no way be held liable for any injury sustained by such trespassers.

6.2 TRESPASSERS ON CEMETERY LOTS

Only the right of interment Owner or his/her relatives and friends, authorized work persons or other authorized individuals shall be permitted on any Cemetery lot. Any other person thereon shall be considered to be a trespasser, and the City shall owe no duties to said trespasser to keep the property or the memorial thereon in a safe condition.

6.3 CHILDREN

Children under fifteen years of age shall not be permitted within the Cemetery grounds or their buildings unless accompanied and supervised by an adult

6.4 FORBIDDEN ACTIVITIES

6.4.1 The scattering of cremated remains is not allowed in the Cemeteries.

6.4.2 All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubs or plants or feeding or disturbing fish or birds or other animal life within the Cemeteries.

6.5 REFRESHMENTS

No person shall be permitted to have refreshments within the Cemetery grounds, except that City employees may eat on the Cemetery grounds in connection with their regular employment.

6.6 LOUNGING ON GROUNDS

No person shall be permitted to sit or lounge on any of the grounds, graves or monuments within the Cemeteries, or in any of the Cemetery buildings except in connection with a visit to a particular burial space or lot or with the permission of the Cemetery Supervisor.

6.7 LOUD TALKING

Loud talking shall not be permitted on the Cemetery grounds. Talking in a manner that disturbs others in the Cemeteries is prohibited, except in the event of emergency.

6.8 VISITORS

Visitors are welcome on the Cemetery grounds during regular Cemetery hours.

6.9 RUBBISH

Throwing rubbish on any part of the grounds or buildings, except into designated receptacles is prohibited.

6.10 AUTOMOBILES

Automobiles shall not be driven in the Cemeteries at a speed greater than fifteen (15) miles per hour. Automobiles are not allowed to park or come to a complete stop in front of an open grave unless such automobiles are in attendance at a funeral

6.11 TRUCKS AND HEAVY HAULING

Heavy hauling, trucks or commercial vehicles of any kind are not permitted within the Cemetery grounds, unless they have a business purpose for being in the Cemeteries, and then only by permission of the Cemetery Supervisor.

6.12 BICYCLES AND MOTORCYCLES

No bicycles or motorcycles shall be allowed in the Cemeteries except such as may be in attendance at funerals or on business.

6.13 PEDDLING OR SOLICITING

Peddling or soliciting the sale of flowers or plants or any other goods or commodities is prohibited in the Cemeteries.

6.14 NOTICES OR ADVERTISEMENTS

No signs, notices or advertisements, other than those created by the City related to Cemetery business, shall be permitted within the Cemetery grounds.

6.15 DOGS, HORSES AND OTHER ANIMALS

No dogs, horses or any other animal shall be allowed in the Cemeteries or in any of the Cemetery buildings. The owner or keeper of any animal which trespasses upon the Cemetery grounds shall

be liable for any damage done by the animal. Horses may be used in conjunction with funerals with the permission of the Cemetery Supervisor.

6.16 HOURS

The Cemetery grounds will be open at the times posted at the Cemetery office and at other conspicuous locations on the Cemetery premises. The Cemeteries are closed to public access after dark.

6.17 IMPROPRIETIES

All persons in the Cemeteries shall conduct themselves with a level of decorum appropriate to the solemnity of the purposes and uses of the Cemeteries and with respect for other persons and for property within the Cemeteries.

6.18 EMPLOYEES AND WORKERS

City employees, as well as other workers, monument dealers, florists, or other persons working within the Cemeteries shall conduct themselves with a level of decorum appropriate to the solemnity of the purposes and uses of the Cemeteries at all times and in strict accordance with these Rules and Regulations.

7.0 SERVICE CHARGES

7.1 PAYMENT OF SERVICE CHARGES

The amount or rates of all charges shall be established by the City Council. All charges for any service rendered by Cemetery employees must be paid for at or prior to the time such services are rendered. The payment of the Cemetery service charges relating to interment must be made before the interment is to take place. [The amount of each service charge is set forth in Appendix A to these Rules and Regulations.](#)

7.2 CHARGES FOR INDIGENTS

The City Council shall establish reduced fees and charges which shall apply to the “at-need” interment of any person who dies leaving an estate of insufficient size to pay the regular fees and charges and the persons legally responsible for the support of such person are unable to pay such regular fees and charges. In making such a determination of indigence, the City may rely on information received from the funeral director as to the financial status of the deceased. To the extent possible, space shall be made available in the Cemeteries for the burial of indigents. Charges for burial of additional indigent cremated remains on existing indigent graves shall be the same as for indigent burials.

8.0 PURCHASE OF THE RIGHT OF INTERMENT

8.1 APPLICATIONS FOR PURCHASE

Applications for the purchase of the right of interment must be made at the Cemetery office where plats showing the size, location and description of all lots and the schedule of prices will be kept on file.

8.2 AGREEMENT CONVEYS ONLY THE RIGHT OF INTERMENT

All sales agreements shall grant to the purchaser the rights of interment for interment of human remains only, subject to these Rules and Regulations. The fee title to all lots and burial spaces shall remain in the City, subject to the right of interment conveyed to the purchaser.

8.3 ERRORS MAY BE CORRECTED

The City reserves the right to correct any errors made by it in the description of the location of the lot or burial space to which the right of interment is conveyed, either by canceling the sale and substituting in lieu thereof other burial space(s) or lot(s) of equal value and in a similar location, or in sole discretion of the City, by refunding the amount of money paid for said right of interment.

8.4 SINGLE BURIAL SPACES

The right to interment in single burial spaces may be purchased only in those sections designated for that purpose or in an available single burial space immediately next to a space previously purchased by the same purchaser, and subject to the approval of the Cemetery Supervisor. Purchases of interment rights in such adjacent single burial spaces shall be limited to one grave only.

8.5 DOUBLE DEPTH BURIAL SPACES

The right to interment in double depth burial spaces may be purchased only in the sections of the Cemeteries designated for that purpose or immediately next to a previously purchased burial space, subject to the approval of the Cemetery Supervisor.

8.6 ADDITIONAL CREMATED REMAINS ON EXISTING BURIAL SPACES

The right to interment of cremated remains on an existing burial space may be purchased after the family or families of the person whose remains are to be interred have given permission for said interment. If cremated remains are commingled in one urn, the fee will be for one additional cremated remains and one opening and closing fee.

8.7 PAYMENT

Any available lot(s) or burial space(s) may be reserved without payment for a specific purchaser for a period not to exceed sixty days. The right of interment in a burial space shall not accrue to the purchaser until the full purchase price of the same and the Perpetual Care fee has been paid to the Cemetery office.

8.8 INSTALLMENT PURCHASES

The purchase price and the Perpetual Care fee for the lot(s), burial space(s), crypt(s), or niche(s) purchased in the Cemeteries may be paid in installments provided that the purchaser shall enter into a written agreement wherein it is agreed that the number of installments shall not exceed twenty-four(24) nor extend over a period of more than two (2) years; that no interest shall be added by the City to the purchase price; that at least ten percent (10%) of the said installment purchase price shall be paid in cash at the time of the execution of said agreement; and that failure to pay any installment for a period of six (6) months shall terminate said agreement, together with any legal interest of the purchaser therein, and forfeit all payments previously made thereunder absolutely to the City. Notice of termination for failure of payments shall be given by the City to the purchaser's last known address. If the purchaser does not contact the Cemetery office within thirty (30) days from mailing, the contract will be null and void. Until payment is made in full, the purchaser shall have no right of interment and no monument setting will be allowed on the designated lot(s) or space(s).

8.9 CHANGE OF ADDRESS

It shall be the duty of the Owner to notify the City of any change in the Owner's mailing address. Notice sent to such Owner at the last address on file in the Cemetery office shall be considered sufficient and proper legal notification.

9.0 TRANSFERS AND ASSIGNMENTS

9.1 CONSENT OF CITY

No transfer or assignment of the right of interment in any lot or burial space shall be valid without the prior written consent of the City, which written consent shall thereafter be recorded in the books of the City.

9.2 INDEBTEDNESS

The City shall have the right to refuse to consent to a transfer or an assignment to persons other than legitimate heirs of the original Owners as long as there is any indebtedness due the City by the Owner of record.

9.3 TRANSFER BY DESCENT

If no interment has been made in a lot or burial space which has been transferred to an individual Owner or Owners by the City, or if all the bodies have been lawfully removed therefrom, in the absence of a specific disposition thereof in the Owner's last will and testament, the lot shall, upon the death of the Owner, descend in regular line of succession as described in the state statutes to the heirs of the Owner.

9.4 CONTRACT SALE BY THE CITY

If, for any reason, it becomes necessary for any Owner to dispose of his or her interest in any burial space, the Owner may contract with the City to broker said burial space(s). The City will deduct as its compensation for the sale, twenty per cent (20%) of the current selling price for such space(s). The buyer will write two (2) checks, one to the seller and one to the City. All broker contracts will be cash only. Listing of space(s) will be done on a yearly basis. If the Perpetual Care fee has not been paid on such spaces, however, the current Perpetual Care fee will be deducted from the amount paid to the seller.

10.0 PERPETUAL CARE

10.1 PERPETUAL CARE MANDATORY

All purchases of rights of interment/entombment shall also include the required payment of a Perpetual Care fee.

10.2 PERPETUAL CARE FEE

The Perpetual Care fee to be collected from the purchasers of rights of interment shall be set by the City Council for the various sections of the Cemeteries after taking into consideration the absence of or number of monuments in any section, the character of the irrigation system, the physical difficulties in the character of the soil and such other factors as tend to determine the necessary cost of the care of said lands. [The Perpetual Care fees for the various sections of the Cemeteries are set forth in Appendix A to these Rules and Regulations.](#)

10.3 LOTS NOT NOW UNDER PERPETUAL CARE

Any lot or portion thereof not now under Perpetual Care may be placed under Perpetual Care upon application and payment of the required fee. The amount of such fee shall be the amount that is currently being charged on other burial spaces of similar character or in a similar location. No burial shall be allowed in a burial space on which the Perpetual Care fee has not been paid. No memorial will be set until the Perpetual Care fee is paid.

10.4 CARE OF LOTS NOT NOW UNDER PERPETUAL CARE

General care will be given lots which were originally sold without Perpetual Care, in order that the general beauty of the Cemeteries may be maintained. However, the City assumes no responsibility to maintain these lots in perpetuity. Whenever any lot needs attention, lots having Perpetual Care shall in every case have preference.

10.5 RECORD OF PAYMENT OF FEE

The record books of the City and the receipt issued by the City shall show the amount of the Perpetual Care fee that has been required of the purchaser in each case.

10.6 INVESTMENT OF FEES

The money received for Perpetual Care shall be held in trust in the Perpetual Care Fund and invested as provided by law. The City reserves the right, however, either to handle all investments itself, or to deposit said funds with any person, company or corporation qualified to act as trustee or depository for such funds.

10.7 EXPENDITURE LIMITED TO INCOME

Perpetual Care, whether applied to lots, burial spaces or any other space within the Cemeteries, shall be limited absolutely to the income received from the investment of the Perpetual Care Fund, with no part of the principal being expended.

10.8 CITY COUNCIL TO DIRECT EXPENDITURES

The income from the Perpetual Care Fund shall be expended by the City in such a manner as will, in the judgment of the City Council, be most advantageous to the Owners as a whole. The City Council has the full power and authority to determine upon what property, for what purpose and in what manner the income from said Perpetual Care Fund shall be expended for the care, reconstruction, repair and maintenance of all or any portion of the Cemeteries' grounds, and it may also expend said income for attorney's fee and other costs necessary to the preservation of the legal rights of the City in connection with the Cemeteries.

11.0 INTERMENTS

11.1 SUBJECT TO LAWS AND ORDERS

In addition to these Rules and Regulations, all interments shall be subject to the orders and laws of the City of Fort Collins, Larimer County and the State of Colorado.

11.2 DISPOSITION-REMOVAL PERMIT REQUIRED

A Disposition-Removal Permit issued by the Colorado Department of Health or, if the death occurred outside Colorado, a similar permit issued by the state in which the death occurred, is required prior to any interment. Such permit must be provided to the Cemetery office.

11.3 INTERMENT PERMIT REQUIRED

The City reserves the right to refuse interment in any burial space and to refuse to open any burial space for any purpose, except upon written application by the Owner or his representative for an interment permit made on forms provided by the City and duly filed in the Cemetery office. Interment permits shall be granted by the Cemetery Supervisor or his representative.

11.4 MANNER AND CHARGES

All interments must be made in the manner set by the Cemetery Supervisor and only after payment of the applicable charges.

11.5 TIME AND SCHEDULING

11.5.1 All interments must be scheduled through the Cemetery office. Interments can be scheduled Monday through Saturday. There is an additional fee for Saturday interments. No interment or funeral services will be allowed on Sundays or on any of the following holidays:

New Year's Day – Martin Luther King Day – President's Day –
Memorial Day – Independence Day – Labor Day – Veteran's Day –
Thanksgiving Day – Christmas Day,

or upon the days that these holidays are legally observed.

11.5.2 The Cemetery Supervisor, or his representative, shall appoint the time for the arrival of funeral processions at the Cemeteries. At least one half hour shall be allowed between the times of arrival of funeral processions to be held on the same day unless waived by the Cemetery Supervisor, at his discretion. The times for the arrival of funeral processions on Saturday will be in two-hour increments. When two funeral processions arrive at the same time, the funeral procession arriving first shall have precedence in entering the Cemeteries and the other procession shall proceed in accordance with the instructions of the Cemetery Supervisor or his representative. No funeral procession will be permitted in the Cemeteries after 4:00 p.m. except by special permission of the Cemetery Supervisor.

11.5.3 The Cemetery staff shall endeavor to have signs, with arrows, set up to lead the funeral procession to the appropriate burial space or lot.

11.6 NOTICE OF INTERMENT REQUIRED

For interments on weekdays, reservations must be made at least eight (8) working hours in advance. From November 1 through March 15 at least twenty-four (24) hours advance notice must be given. Any reservation for an interment submitted after 3:00 p.m. Friday afternoon must be for no sooner than the following Monday morning. Any reservation submitted after 4:30 p.m. Friday afternoon must be for no sooner than the following Monday afternoon. Interment times on Saturdays must be reserved by 2:00 p.m. on the preceding Thursday from March 16 through October 31, and by 2:00 p.m. the preceding Wednesday from November 1 through March 15. Any exceptions to the above time periods must be approved by the Cemetery Supervisor.

11.7 BURIAL RECEPTACLE REQUIREMENTS

11.7.1 Acceptable Burial Receptacles – Every earth interment except green burials must be made in a burial receptacle made of appropriate materials, including but not limited to concrete, fiberglass, polystyrene plastic, steel or copper. Only approved receptacles shall be used. A list of previously approved receptacles and requirements for approval of other receptacles shall be kept on file at the Cemetery office. No wooden boxes may be used as burial receptacles except in the case of oversize burials for which a large enough receptacle is not attainable or for infant burials. No burial receptacle of three (3) pieces or more shall be allowed. The Cemetery Supervisor shall have the right to refuse any receptacle that is damaged or does not meet the specifics set forth in these Rules and Regulations.

11.7.1.1 Concrete – Concrete burial receptacles shall be made from proportions of cement, aggregates and water (conforming to the specifications stated below) combined in such a manner as to satisfy the strength requirements stated in paragraph 11.7.5 below. Cement shall be Portland Cement conforming to the specifications for Portland ASTM C-150. Aggregates shall consist of sand, sand-gravel, gravel, crushed stone or limestone. The particles shall be clean, hard, tough, durable, and of uniform quality; free from soft, thin elongated pieces, disintegrated stone, dirt or organic or other injurious materials occurring either free or as a coating. Water used in mixing concrete shall be clean and free from deleterious amounts of acids, alkaline, or organic materials. Wire fabric or synthetic fibers shall be placed in the entire field of the bottom section. Metal reinforcing or synthetic fibers shall be accurately placed and secured in position to insure against displacement during placement of the concrete. The reinforcing shall be free from rust, scale, oil, ice or other coating that will destroy or reduce the bond. Metal reinforcing shall be protected by a minimum of ½” of concrete. Concrete proportions, consistency, and air content shall be such as to provide a mixture which will readily work around the reinforcing and into all corners of the forms. The total air content shall not be less than 4% but

not more than 7%. All concrete shall be properly cured before delivery. Concrete shall be cured for a minimum of 28 days except that concrete using Type III (high-early) cement, shall be cured for a minimum of seven days. Concrete receptacles showing cracks, exposed aggregate, exposed reinforcing, broken corners, or faces that are warped or not true in depth or line may not be accepted.

- 11.7.1.2 Polystyrene Plastic or Fiberglass – Polystyrene plastic or fiberglass burial receptacles shall be made of commercial grade resin. The plastic or resin must be a type recommended by the manufacturer for such use based upon the strength, impact, corrosion and life requirements. The manufacturer shall substantiate its recommendation from test data developed by the manufacturer, by the manufacturer's experience in related environments and service requirements, or by five (5) years experience in the manufacturing of fiberglass or plastic burial receptacles with successful case histories of their use. Plastic or fiberglass resin shall not contain any filler or extenders, except as required for viscosity control. Pigments, dyes and colorants shall not be used in any build-up. Reinforcing for fiberglass shall be a commercial grade of fiberglass having a coupling agent which will provide a suitable bond between the fiberglass reinforcement and the resin. Resin and reinforcing should be measured to ascertain proper rate and volume of material applied. The finished surface shall be clean, smooth and uninterrupted with no cracks, crazes, resin spills/runs, dry spots, foreign matter or concentration of air bubbles. No air bubbles or pits large than 1/16" in diameter or 1/32" in depth are allowed. All sanded areas shall be resin coated and no exposed fiber reinforcement shall be allowed. Upon approval of the Cemetery Supervisor, polystyrene plastic and fiberglass receptacles may be used in double depth burials as well as single depth burials provided that if such receptacles are used in double depth burials, no concrete, steel or copper burial receptacles shall be placed in the upper burial space.
- 11.7.1.3 Steel – Steel burial receptacles shall be manufactured from steel sheeting. A minimum sheet thickness of 12 gauge shall be used in the manufacturing of steel burial receptacles. Galvanized coating, painting or other corrosion protection may be used, as well as increased metal thickness, to provide the durability required. Bent, cracked or damaged steel burial receptacles may not be accepted.
- 11.7.1.4 Copper – Copper burial receptacles shall be manufactured from solid copper sheeting. A minimum sheet thickness of 10 gauge shall be used in the manufacturing of copper burial receptacles. Bent, cracked or damaged copper burial receptacles may not be accepted.
- 11.7.2 Design – burial receptacles shall be designed to obtain their strength from their shape and construction, taking into consideration the material used. They shall be designed specifically for use as containers to be placed in a burial space. Receptacles shall be of adequate size to completely enclose the casket, if a casket is to be used. Bases for the

receptacles are optional, provided that sufficient soil bearing and structural integrity is present without a base. Structural soundness and strength shall be obtained through the receptacle itself without any dependence upon the casket, if a casket is to be used.

- 11.7.3 Durability – Burial receptacles shall be constructed so as to be capable of providing adequate strength and durability for a minimum of 100 years. Manufacturers shall provide certificates of compliance and/or test results of tests conducted according to standard or acceptable testing methods showing compliance with these specifications if requested by the Cemetery Supervisor.
- 11.7.4 Identification – Burial receptacles shall be labeled as to model, manufacturer, trademark, etc. The identification must be etched into the receptacle surface, attached by an adhesive label, or affixed to the receptacle by some other means to clearly identify the product. In addition to identification of the manufacturer, concrete receptacles shall have the date of production etched into the receptacle surface.
- 11.7.5 Strength – Burial receptacles shall be designed for a maximum burial depth of eight feet from the bottom of the unit and, after burial with a minimum soil cover of 24”, shall be capable of structurally withstanding passage of a backhoe or truck weighing 20,000 pounds maximum gross weight or approximately 5,000 pounds per wheel. Burial receptacles’ structural capabilities and conformance with these specifications shall be tested by a strength test, as described below. The Cemetery Supervisor may waive such testing requirements if, in his discretion, sufficient case histories or other test results are provided which indicate the successful performance of the particular burial receptacle. The Cemetery Supervisor shall have the right to require periodic retesting of any or all approved burial receptacles when deemed necessary due to failures of the burial receptacle discovered since approval.
- 11.7.6 Strength Test – When requested by the Cemetery Supervisor, a strength test shall be conducted at the supplier’s or manufacturer’s expense under the direction of the Cemetery Supervisor or his representative. All costs associated with delivery and removal of a receptacle to and from the test site, as well as any damage to the receptacle as a result of the test, shall be borne by the supplier or manufacturer. The strength test shall be conducted at Grandview and Roselawn Cemeteries and shall be witnessed by City representatives and the supplier or manufacturer of the burial receptacle being tested. The strength test shall consist of the burial receptacle being placed in a simulated burial situation such as is common at Grandview and Roselawn Cemeteries. Receptacles constructed with bases shall be tested fully assembled with the top unit installed on the base. The receptacle shall be buried and backfilled in the usual method used at the Cemeteries. Backfill material not to exceed two feet in depth (measured at the shallowest point) shall be placed on top of the receptacle being tested.

After backfilling is completed, the burial receptacle must withstand passage of a backhoe or truck weighing 20,000 pounds maximum gross weight or approximately 5,000 pounds per wheel. The burial receptacle shall then be recovered and inspected for cracking, buckling, fractures, or other failures. If any substantial failure is found, the Cemetery

Supervisor shall disallow the use of the burial receptacle in the Cemeteries. Any cracking, breaking or excessive settlement of the new ground may also result in the disallowance of the burial receptacle's use in the Cemeteries.

11.8 COMMUNITY GARDEN CRYPT MAUSOLEUM

- 11.8.1 All mausoleum memorializations (crypt shutter lettering) shall be sandblasted lettering only. No bronze lettering, plates, or designs shall be allowed. Surname letters shall be 2 ½ inches high Vermarco lettering. Name and initial, or two initials, shall be 1 ½ inches high Vermarco lettering. Full year (ex: 1995) only shall be allowed for dates, and must be 1 inch Vermarco numbers. White lithochrome paint only. No full date (ex: January 1, 1995) inscriptions allowed. No pictures shall be allowed. Emblems and insignias will be allowed but limited to a 5 inch by 5 inch circle located in the left top corner of the crypt shutter. All emblems and insignias must be pre-approved. The sand blasting will be done by a designated company selected by the Cemetery Supervisor.
- 11.8.2 The memorialization on companion crypts shall follow the same rules as above. The names and initials and death years will be side by side of each other. Crypt shutters shall not be lettered until crypt is fully paid for.
- 11.8.3 No floral vases, vase hangers, wreaths, or decorations of any kind will be attached to crypt shutters. Any such decorations will be removed by the Cemetery Supervisor immediately. Glass containers, tin cans, and spiked cone containers shall not be allowed and will be removed immediately. Special locations will be provided by the Cemeteries for mausoleum floral tributes, and only these locations can be used.
- 11.8.4 Funeral flowers, containers, baskets, and easels shall be removed and disposed of on the second day after the entombment.
- 11.8.5 A casket is required for all entombments. The breather cap shall be removed from all sealer caskets. Crypts will accommodate a casket with external dimensions not to exceed 2'0" high by 2'6" wide by 7'2" long.
- 11.8.6 Embalming or cremation of the deceased is required on all entombments.
- 11.8.7 Mausoleum Perpetual Care will cover all maintenance of the mausoleum structure itself. Open and closing, and disentombment are not included.
- 11.8.8 The remains of no more than one may be entombed in a single crypt and the remains of no more than two may be entombed in a companion crypt. There are no exceptions to this rule.

11.9 COLUMBARIUM NICHES

- 11.9.1 All columbarium memorializations (niche shutter lettering) shall be sandblasted lettering only. No bronze lettering, plates, or designs shall be allowed. Surname letters shall be 1

½ inches high Vermarco lettering. Name and initial, or two initials, shall be 1 inch high Vermarco lettering. Full year (ex: 1995) only shall be allowed for dates and must be ¾ inch high Vermarco numbers. White lithochrome paint only. No full date (ex: January 1, 1995) inscriptions are allowed. Emblems and insignias are allowed but will be limited to a 3” circle located between birth and death year. Niche shutters shall not be lettered until niche is fully paid for.

- 11.9.2 No floral vases, vase hangers, wreaths, or decorations of any kind will be attached to niche shutters. Any such decorations will be removed by the Cemetery Supervisor immediately. Glass containers, tin cans, and spiked cone containers shall not be allowed and will be removed immediately.
- 11.9.3 Special locations will be provided by the Cemeteries for columbarium floral tributes, and only those locations can be used.
- 11.9.4 Funeral flowers, containers, baskets and easels shall be removed and disposed of on the second day after the inurnment.
- 11.9.5 Niches at Grandview will accommodate an urn with external dimensions not to exceed 11 1/2” high by 11 1/2” wide by 11 1/2” long.
- 11.9.6 Niches at Roselawn will accommodate an urn with external dimensions not to exceed 10 3/4” high by 10 3/4” wide by 10 3/4” long.
- 11.9.7 Columbarium Perpetual Care will cover all maintenance of the columbarium structure itself. Opening and closing, and disinurnment are not included.
- 11.9.8 The cremated remains of no more than one individual may be inurned in a single niche.

11.10 MEMORY GARDEN WALL AND OSSUARY

- 11.10.1 All Memory Garden Wall memorializations shall be sand blasted lettering done by a designated company selected by the Cemetery Supervisor. No bronze lettering, plates or designs shall be allowed. Names and birth year and death year shall be ¾ inch high Vermarco lettering. No full date inscriptions will be allowed.
- 11.10.2 No floral vases, wreaths or decorations of any kind will be attached to the monument. Any such decorations will be removed by the Cemetery Supervisor immediately. Glass containers, tin cans and spiked cone containers shall not be allowed and will be removed immediately.
- 11.10.3 Funeral flowers, containers, baskets and easels shall be removed and disposed of within one week or sooner if they become unsightly.
- 11.10.4 All cremated remains are co-mingled in a vault (ossuary) and cannot be removed.

11.11 CASKET NOT TO BE DISTURBED

Once a casket or other burial receptacle containing a body is in the confines of the Cemeteries, no funeral director or his embalmer, assistant, employee, agent, Cemetery official or employee, or any other person shall be permitted to open a casket or touch the body without the written consent of the legal representatives of the deceased or a court order. A Cemetery official must be present and witness the opening.

11.12 EMERGENCY INTERMENTS

Arrangements for emergency interments must be made through the Cemetery Supervisor, upon proof of emergency.

11.13 INTERMENTS INVOLVING VIRULENT CONTAGIOUS DISEASES

Advance notice must be given to the Cemetery office of the intention to inter the remains of any person who dies of a virulent contagious disease so that a proper time may be appointed for the interment and proper arrangements made for the protection of the public and the Cemetery employees.

11.14 DISASTERS

In the event of a disaster which results in numerous interments in the Cemeteries, additional interment hours shall be allowed, as deemed necessary by the Cemetery Supervisor. The Cemetery Supervisor has the authority to void any and all regulations necessary in order to handle the numerous interments as orderly and as quickly as possible.

11.15 DELAYS IN INTERMENTS CAUSED BY PROTESTS

The City shall in no way be held liable for any delay in the interment of a body where a protest to the interment has been made, or where these Rules and Regulations have not been complied with; and, further, the City reserves the right under such circumstances to place the body in a receiving vault until the full rights have been determined. The City shall be under no obligation to recognize any protests of interments unless they are made in writing and filed with the Cemetery office. The determination of who is the interment rights Owner shall be made by the Cemetery Supervisor in consultation with the City Attorney.

11.16 AUTHORIZATION OF ONE LOT OWNER SUFFICIENT

The City reserves the right to allow interment of the remains of any member of the immediate family of any one of several common lot Owners upon the written authorization of any such common lot Owner. No person other than a member of an immediate family may be interred in any burial space without the written consent of all common lot Owners.

11.17 LOCATION OF BURIAL SPACE

The application for an interment permit must specify the exact location on the lot of the burial space desired to be opened. All burial spaces must be at least six inches from the boundary of the lot and must be at least five and one-half feet in depth for adult burials and of a proportionate depth for double depth and children. The Owner or other authorized representative of the Owner must come to the Cemeteries to select the burial space and sign the Open and Close Form. This must be done in sufficient time to allow the opening and closing of the grave.

When instructions regarding the location of a burial space on a lot cannot be obtained or are indefinite, or when, for any reason, the burial space cannot be opened where specified, the Cemetery Supervisor may, in his/her discretion, open it in such location on the lot as he/she deems best and proper; and the City shall not be liable for damages resulting from any such change.

If, for any reason, instructions concerning the location of the burial space to be opened are changed by the funeral director, burial space or lot Owner, or their representatives after the digging has begun, been completed, or the burial has been made, the person requesting the change shall be responsible for the payment of applicable additional fees to the City. Such fees shall be paid before any work pursuant to the revised instructions.

11.18 CITY NOT RESPONSIBLE

The City shall not be held responsible for any order given by telephone, or for any mistake occurring as a result of failure to provide precise and proper instructions as to the particular space, size or location where an interment is desired.

11.19 ERRORS MAY BE CORRECTED

In the event that an error is made in the description of the location of the burial space to which the right of interment is purchased and remains are subsequently interred in such space, the City reserves the right to remove and transfer such remains to such other property of equal value and in a similar location as may be available, at the expense of the City.

11.20 EMBALMING; IDENTITY

The City shall not be responsible for the identity of any person sought to be interred; nor shall the City be responsible in any way for the embalming or other preparation of the body.

11.21 INTERMENT OF MORE THAN ONE BODY

No more than one body may be interred in a single burial space except in the case of members of the same family who will be interred in the same burial receptacle or by written consent of the Cemetery Supervisor. The foregoing shall not apply in the case of cremated remains or double depth burial spaces.

11.22 DOUBLE DEPTH BURIALS

Double depth burials shall only be permitted in areas designated by the City or in lots approved for such use when requested at the time of purchase, subject to the approval of the Cemetery Supervisor. If such request is denied, the Cemetery Supervisor shall provide a written response stating the reason therefore. If a double depth burial request is approved, the first deceased must go in the bottom space in all cases. The requesting party automatically waives any right of disinterment of the remains interred in the lower space.

11.23 EQUIPMENT

Tents, artificial grass, lowering devices and other equipment owned by the City shall be used in making interments except that equipment owned by private parties may be used in lieu of equipment owned by the City on the condition that the charges made shall be the same as if the City's equipment had been used. Arrangements for the use of City equipment shall be made in advance at the Cemetery office at which time applicable charges shall be paid. The City is not responsible for the malfunction of equipment used by private contractors.

11.24 INTERMENT OF CREMATED REMAINS

In order to inter cremated remains in the Cemeteries, either in the ground or in a monument foundation, an interment permit must be obtained from the Cemetery office and the applicable fee paid to the Cemetery office. The person(s) requesting interment of cremated remains may choose any adequate container for the cremated remains approved by the Cemetery Supervisor. The City shall not be liable for the protection of the cremated remains, whether buried in concrete or not. Only the City can relocate cremated remains once they have been interred. The party requesting the relocation of cremated remains is responsible for paying all associated costs and providing a court order or signed affidavit of disinterment as described in Section 12.2. In the event that the cremated remains must be relocated for any reason, the City shall not be responsible for any damage to the cremated remains or the container.

11.25 GREEN BURIALS

Green burials are allowed at Roselawn Cemetery in the Garden of Harmony section only. A party requesting a green burial automatically waives any right of disinterment of the remains. The grave size will be 6'x10', memorials must be flat (grass marker), no larger than 2'x1'x4" granite only. No floral vases will be allowed. The section will not be irrigated and maintenance will be at a minimum. No plantings of any kind will be allowed.

12.0 DISINTERMENTS

12.1 SUBJECT TO LAWS AND ORDERS

In addition to these Rules and Regulations, all disinterments shall be subject to the orders and laws of Larimer County and the State of Colorado.

12.2 PERMISSION FOR DISINTERMENTS

No disinterment of a body or cremated remains will be made without either an order of a court of competent jurisdiction, or a signed affidavit from the surviving spouse or next of kin, on a form provided by the City, stating that the disinterment is being requested for a valid reason, that the application is being made by a proper person, that there is no opposition to the disinterment by the surviving spouse, next of kin, or by the expressed wishes of the decedent, and that the affiant agrees to indemnify the City and hold it harmless from any liability that might result from the disinterment and release it from any claims the affiant may have, then or in the future, by reason of the disinterment. The right of disinterment upon affidavit is waived for green burials. Disinterment of remains buried in a green burial requires a court order. The Cemetery Supervisor shall also have the right to require a court order for disinterment at any time prior to the disinterment when circumstances exist or arise which indicate that there is a questions as to the reason for the disinterment or as to whether there is opposition to the disinterment.

12.3 DISINTERMENT PROHIBITED UNDER CERTAIN CIRCUMSTANCES

Disinterment of a body or cremated remains so that the lot or burial space may be sold for profit to the heirs of the deceased or to any other persons, or removal contrary to the expressed or implied wish of the original lot or burial space Owner shall be absolutely forbidden.

12.4 NOTICE OF DISINTERMENT REQUIRED

The City reserves the right to require at least ten days notice prior to any disinterment. No disinterment will be made on any Saturday, Sunday or legal holiday or on the day upon which any holiday is legally observed. All disinterments shall be done at the convenience of the Cemetery Supervisor.

12.5 PAYMENT OF FEES

All fees assessed by the City for disinterments shall be made to the Cemetery office prior to the disinterment

12.6 SERVICES PROVIDED

The services provided in connection with disinterments include removing the remains of the deceased or, in the case of cremated remains, removing the container holding such remains, the casket if any, and the burial receptacle, placing the same on top of the ground, and backfilling the

empty burial space. The party responsible for removal of the disinterred remains from the Cemetery grounds must do so forthwith.

12.7 CITY NOT RESPONSIBLE

The City shall endeavor to exercise the utmost care in carrying out a disinterment but it assumes no liability for damage to any casket, container, burial receptacle, the remains of the deceased, or any other property during the disinterment process.

13.0 DECORATION OF LOTS AND BURIAL SPACES

13.1 GRANDVIEW CEMETERY

- 13.1.1 Live flowers may be planted and cultivated on any burial space at any time except in Sections 11 and T; however, all plantings shall be located within ten (10) inches of the front and sides (if space is available) of the monument.
- 13.1.2 In the areas where there is a main memorial and a secondary flush memorial, no planting and no vases shall be allowed in front of the secondary flush memorial.
- 13.1.3 Artificial or fresh cut flowers may be placed in a metal vase at any time; however, they will be discarded when dead, faded, broken or otherwise substantially deteriorated. Foundation work, (including the installation of vases) must either be performed by the Cemetery employees or an approved retail dealer (see paragraph 14.1 below). Approved vases must be made of granite, marble or metal manufactured for cemetery use. Granite and marble vases must be professionally and permanently attached. Metal vases must be installed by the Cemetery employees or an approved monument retail dealer. Under no circumstances may glass, ceramics, bottles or jars be placed on the grounds.
- 13.1.4 Sprays and wreaths made from fresh cut flowers are allowed, but they will be removed within one week, or sooner if they become unsightly or detrimental in the Cemetery Supervisor's opinion.
- 13.1.5 Christmas blankets and wreaths are allowed from December 1st through February 1st.
- 13.1.6 Artificial sprays and wreaths are allowed from May 15th through June 10th and from December 1st through February 1st. The Cemetery Supervisor shall order the removal of all artificial sprays and wreaths when they become unsightly or are blown off the burial spaces.
- 13.1.7 Bushes or trees of any kind except rose or peony are not allowed. Only one rose bush or one peony will be allowed per burial space. Such bushes must be planted within ten (10) inches of the front and sides (if space is available) of the monument.
- 13.1.8 The placing of boxes, baskets, bricks, concrete blocks, statues, shells, stones, boulders, toys, ceramics, angels, candle rings, metal designs, ornaments, chairs, settees, unattached vases, spiked cone containers, glass, urns, fences, wood or metal cases, edging (metal, plastic, wood, or concrete), temporary grave markers, shepherds hooks, and similar articles upon lots or burial spaces shall not be permitted.
- 13.1.9 The City shall not be held liable for lost, misplaced or broken flower vases or for damage caused by the elements, thieves, vandals or by causes reasonably beyond its control. The City reserves the right to regulate the method of decorating lots and the right to regulate decoration so that a uniform beauty may be maintained.

13.2 ROSELAWN CEMETERY

- 13.2.1 No planting of live flowers or plants on burial spaces shall be permitted except in an approved vase.
- 13.2.2 Under no circumstances may glass vases be placed on the grounds.
- 13.2.3 No bushes or trees of any kind are allowed.
- 13.2.4 In the areas where there is a main memorial and a secondary flush memorial, no vases shall be allowed in front of the secondary flush memorial.
- 13.2.5 Artificial or fresh cut flowers may be placed in a metal vase at any time; however, they will be discarded when dead, faded, broken or otherwise substantially deteriorated. Foundation work (including installation of bases) must either be performed by the Cemetery employees or an approved retail dealer (see paragraph 14.1 below).- Approved vases must be made of granite, marble or metal manufactured for cemetery use. Granite and marble vases must be professionally and permanently attached. Metal vases must be installed by the Cemetery employees or an approved monument retail dealer. Under no circumstances may glass, ceramics, bottles or jars be placed on the grounds.
- 13.2.6 Sprays and wreaths made from fresh cut flowers are allowed, but they will be removed within one week, or sooner if they become unsightly or detrimental in the Cemetery Supervisor's opinion.
- 13.2.7 Christmas blankets and wreaths are allowed from December 1st through February 1st.
- 13.2.8 Artificial sprays and wreaths are allowed from May 15 through June 10. The Cemetery Supervisor shall order the removal of all artificial sprays and wreaths when they become unsightly or are blown off the burial space.
- 13.2.9 The placing of boxes, baskets, bricks, concrete blocks, statues, shells, stones, boulders, toys, ceramics, angels, candle rings, metal designs, ornaments, chairs, settees, unattached vases, glass urns, fences, wood or metal cases, edging (metal, plastic, or wood), temporary grave markers, shepherds hooks, and similar articles upon lots or burial spaces shall not be permitted.
- 13.2.10 The City shall not be held liable for lost, misplaced, or broken flower vases or for damage caused by elements, thieves, vandals or by causes reasonably beyond its control. The City reserves the right to regulate the method of decorating lots and the right to remove any decoration so that a uniform beauty may be maintained.

14.0 MEMORIALS, MONUMENTS, ETC.

The City does not wish to unnecessarily interfere with a family's choice of memorialization. However, in fairness to other Owners and to preserve the beauty and harmony of the Cemeteries, the City reserves the right to remove any structure or object that it deems injurious to the general appearance of the grounds. The City further reserves the right to approve or reject any proposed memorial, monument, or other structure or object, based on the following rules and regulations:

14.1 PRODUCERS AND RETAIL DEALERS

- 14.1.1 All memorials, monuments, etc. placed in the Cemeteries must be from approved producers and retail dealers.
- 14.1.2 In order to procure approval of the City, producers of monumental materials, including quarriers, quarriers who also manufacture memorials, and manufacturers of memorials who are not quarriers, must agree to sell only first grade natural stone for memorial purposes, guarantee that such stone is free from sap or anything that will cause rust or other stains and that it will not check or crack, and agree that should such faults develop within five (5) years from the date of setting, the memorial will be replaced without cost or delay to the City or the Owner.
- 14.1.3 In order to procure approval of the City, retail dealers must agree to use only first grade natural stone from producers approved as provided above, and guarantee the memorial to be executed in first grade workmanship, with the agreement that should faults develop within five (5) years from the date of setting due to the setting, treatment or handling of the same by the memorial dealers, such memorial will be replaced without cost or delay to the City or the Owner.
- 14.1.4 Letter cutters, persons or firms who engage in the business of cleaning monuments and who are not connected with approved retail dealers and all other persons or firms connected with the memorial business must secure a permit from the Cemetery Supervisor before any work in the Cemeteries is commenced. In order to procure such a permit, it will be necessary for the person or firm to submit satisfactory evidence of their ability to properly perform the work for which they have been engaged.
- 14.1.5 Before approved retail dealers shall be permitted to erect any memorials, lay any foundations or do any work in the Cemeteries, said retail dealers shall provide to the Cemetery office evidence that their employees are covered by workman's compensation insurance and that the approved retail dealer carries adequate liability insurance in which the City is a named insured.
- 14.1.6 Workmen employed in erecting or placing monuments or other structures or bringing materials into the Cemeteries shall, as to the City, operate as independent contractors but shall be subject to the general supervision of the Cemetery Supervisor.

- 14.1.7 Persons engaged in erecting monuments or other structures are prohibited from attaching ropes or other devices to monuments, trees or shrubs, scattering material or tools over adjoining lots, blocking roadways or walks, or leaving material or tools on the grounds longer than is absolutely necessary. Such persons must do as little injury to the ground, trees and shrubs as possible, remove all debris and restore the ground to its original condition.
- 14.1.8 Damage done to lots, walks, trees, shrubs, drives or other property by the monument dealers or contractors of their agents shall be repaired by the City, and the cost of such repair shall be charged to the dealer, contractor or his principal, at the City's option.
- 14.1.9 No material, machinery or other item used in the construction of vaults, monuments or other structures, or the monuments or structures themselves, shall be brought into the Cemeteries until required for immediate use; nor under any circumstances when a funeral is in process; nor between Saturday noon and Monday morning and no work shall be done during said times; nor shall such material be placed on lots adjoining the one on which such structure is to be erected, without permission of the Cemetery Supervisor.
- 14.1.10 Work shall proceed promptly until the erection of the memorial is completed.
- 14.1.11 While a funeral or an interment service is being conducted nearby, all work of any kind shall cease.
- 14.1.12 Approaching the bereaved and soliciting memorial business within the Cemeteries is prohibited.
- 14.1.13 Any approved retail dealer or producer who violates these Rules and Regulations will be removed from the list of approved retail dealers and producers.
- 14.1.14 If any work is done in the Cemeteries by any person or company who is not on the list of approved retail dealers and producers, the result of the work may be eliminated or removed by the Cemetery employees at the expense of such person or such person may be given the opportunity to request such approval, at the Cemetery Supervisor's option.

14.2 GRANDVIEW CEMETERY

- 14.2.1 No memorial or monument shall be allowed on any burial space(s) until the space(s) has been fully paid for, including Perpetual Care.
- 14.2.2 Only one central or family memorial shall be allowed on a family lot.
- 14.2.3 If more than one memorial is to be placed on a burial space, the second memorial must be made of granite and set flush with the ground directly in front of the main memorial, and must not exceed 2'x1'x4" in size. When the second memorial is set, the Owner must come to the Cemetery to see how the setting will be done for their approval. At this time the Owner or authorized representative may request to have the first memorial reset to

connect the two memorials into one cement application. A fee will be charged for resetting the first memorial and also the second memorial. A government memorial furnished by the Veteran's Administration may be set on an already marked burial space.

- 14.2.4 No person shall erect or place or cause to be erected or placed, on any burial space(s) in the Cemetery, any memorial that has not been approved by Cemetery Supervisor.
- 14.2.5 The area of the face of any memorial shall not exceed thirty percent (30%) of the area of the lot. The length of the base of the memorial shall not exceed seventy-five percent (75%) of the width of the lot. The width of the base of the memorial shall not exceed twenty percent (20%) of the length of the lot. Any die or monolith shall have a thickness of at least six inches (6") if under three feet six inches (3'6") in length. If more than three feet six inches (3'6"), it must be eight inches (8") thick. All flat memorials shall have a minimum thickness of four inches (4").
- 14.2.6 In flat memorial sections, memorials shall be of one piece of approved stone or bronze and shall not exceed two feet (2') in length and one foot (1') in width. Double memorials may be used and shall not exceed one foot (1') in width and four feet (4') in length. A double memorial three feet (3') in length may be placed on a single grave if the additional cremated remains fee has been paid. All memorials and monuments in Section 11 shall be flat bronze or flat granite type. The granite must be a minimum of four inches (4") thick.
- 14.2.7 In Section T (cremated remains only), memorials shall be only flat granite set flush with the ground and shall not exceed two feet (2') in length for a single memorial or three feet (3') in length for a double memorial.
- 14.2.8 The bottom surface of all monuments or memorials shall be cut level and true.
- 14.2.9 While the City will endeavor to exercise due care to protect raised lettering, carving or ornaments on any memorial or other structure on any lot in the Cemetery, it disclaims any responsibility for damage thereto.
- 14.2.10 No coping, curbing, hedging grave mounds, borders, enclosures of any kind or walks of any kind shall be allowed on any burial space(s) in the Cemetery. The City reserves the right to remove the same without recourse, if so planted, erected or placed.
- 14.2.11 The use of tiles, bricks, gravel, crushed rock, oyster shells, cinders or other material on any burial space(s) in the Cemetery is prohibited. If used, such materials may be removed by the City without notice to the lot Owner.
- 14.2.12 Temporary memorials or ornaments shall not be allowed.
- 14.2.13 Marble memorials or monuments shall not be allowed.

14.2.14 In all sections other than Sections 11 or T, flat memorials must be set at least four inches (4") above the ground. The memorials must be granite and shall not exceed two feet (2') in length and one foot (1') in width. Double grave memorials may be used and shall not exceed one foot (1') in width and four feet (4') in length. The memorial shall have a minimum thickness of four inches (4").

14.3 ROSELAWN CEMETERY

14.3.1 No memorial or monument shall be allowed on any burial space(s) until the space has been fully paid for, including Perpetual Care.

14.3.2 If more than one memorial is to be placed on a burial space(s), the second memorial must be made of granite and set flush with the ground directly in front of the main memorial, and must not exceed 2'x1'x4" in size. A government memorial furnished by the Veteran's Administration may be set on an already market burial space.

14.3.3 No person shall erect or place or cause to be erected or placed, on any burial space(s) in the Cemetery, any memorial that has not been approved by the Cemetery Supervisor.

14.3.4 In flat memorial sections (Apostles, Devotion, Christus, Good Shepherd and Harmony), memorials shall not exceed two feet (2') in length and one foot (1') in width. Double memorials shall not exceed one foot (1') in width and four feet (4') in length. In any other areas where flat memorials are allowed, they shall conform to the same requirements.

14.3.5 In the Garden of Remembrance, lots 6, 7, 15, 16, 17, 18, 26, 27, 28, 29, 37, 38, 39, 40, 48, 49, 50 and 51 have been designated for the interment of veterans, their spouses and immediate family. Immediate family only includes single children living in the home of the veteran.

14.3.6 In the Garden of Remembrance, lots 16, 17, 27, 28, 38, 39, 49 and 50 are designated for the flat granite VA memorials (2 foot x 1 foot x 4 inch) set on a foundation. Lots 6, 7, 15, 18, 26, 29, 37, 40, 48 and 51 are designated for the upright granite VA memorial. Bronze memorials will not be allowed. Secondary memorials in the VA designated lots must match the flat granite VA memorials and will be set flush with the ground directly in front of the main memorial. The memorial for the spouse and immediate family must match the VA memorial designated for that lot. Vases must be set in concrete and be a part of the foundation.

14.3.7 Lots 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 19, 20, 21, 22, 23, 24, 30, 31, 32, 33, 34, 35, 41, 42, 43, 44, 45, 46, 52 and 53 are for sale to the general public. Additional cremains can be interred on the graves.

14.3.8 In the Garden of Remembrance, the area of the face of any memorial shall not exceed thirty percent (30%) of the area of the lot. The length of the base of the memorial shall not exceed seventy-five percent (75%) of the width of the lot. Any die or monolith shall

have a thickness of six inches (6") if under three foot six inches (3'6") in length, if larger than three foot six inches (3'6") it must have a thickness of eight inches (8").

14.3.9 In the Gardens of Tranquility, Serenity and Remembrance, the area of the face of any memorial shall not exceed twenty percent (20%) of the area of the lot. The length of the base of the memorial shall not exceed seventy-five percent (75%) of the width of the lot. The width of the base of the memorial shall not exceed seventeen percent (17%) of the length of the lot. Any die or monolith shall have a thickness of at least eight inches (8"). Beginning April 1, 1989, any die or monolith shall have a thickness of at least eight inches (8") if it is more than three feet six inches (3'6") in length.

14.3.10 In the Gardens of Peace and Honor, above ground granite memorials no higher than thirty-six inches (36") will be allowed. The length of the base of the memorial shall not exceed seventy five percent (75%) of the width of the lot. The width of the memorial shall not exceed twenty percent (20%) of the length of the lot. Any die or monolith shall have a thickness of six inches (6") if under three feet six inches (3' 6") in length. If larger than three feet six inches (3' 6") it must be eight inches (8") thick.

14.3.11 The bottom surface of all monuments or markers shall be cut level and true.

14.3.12 While the City will endeavor to exercise due care to protect raised lettering, carving or ornaments on any memorial or other structure on any burial space(s) in the Cemetery, it disclaims any responsibility for damage thereto.

14.3.13 No coping, curbing, hedging, grave mounts, border, enclosures of any kind or walks of any kind shall be allowed on any burial space(s) in the Cemetery. The City reserves the right to remove the same without recourse, if so planted erected or placed.

14.3.14 The use of tiles, bricks, gravel, crushed rock, oyster shells, cinders of other material on any burial spaces in the Cemetery is prohibited. If used, such materials may be removed by the City without notice to the lot Owner.

14.3.15 Temporary memorials or ornaments shall not be allowed.

14.3.16 Marble memorials or monuments shall not be allowed.

14.4 DESIGN, FINISH AND WORKMANSHIP

- 14.4.1 Memorial dealers may be required to furnish, for the approval of the Cemetery Supervisor, a blueprint or sketch of the proposed memorial monument, specifying size, location on lot, inscription, kind and quality of stone and the name of the producer supplying the stone.
- 14.4.2 The Cemetery Supervisor shall have the power to reject any plan or design for any memorial, which, in his/her opinion, on account of size, design, inscription, or kind or quality of the stone, is unsuited to the lot on which it is to be placed.
- 14.4.3 The City reserves the right for the Cemetery Supervisor to stop all work of any nature whenever, in his/her opinion, proper preparations therefore have not been made, tools or machinery are insufficient or defective, work is being executed in such a manner as to threaten life or property, any reasonable request on the part of the Cemetery Supervisor has been disregarded, work is not being executed in accordance with specifications, or when any person employed on the job violates one of these Rules and Regulations.
- 14.4.4 The completed work is subject to the approval of the Cemetery Supervisor and, if unsatisfactory, it may be removed by the Cemetery Supervisor.
- 14.4.5 All die stones shall be finished on at least the front surface.
- 14.4.6 Photographing of memorials shall not be allowed except on signed order of the lot Owner or Cemetery Supervisor.
- 14.4.7 No memorial showing drill or toll marks or straining from rubber mats used for sand engraving shall be considered as first grade workmanship.

14.5 MATERIALS

All memorials, markers or stonework of any kind shall be constructed from first grade natural stone. No artificial stone of any kind or other material shall be permitted unless samples are submitted to the Cemetery Supervisor, in advance, and approved in writing by the Cemetery Supervisor.

14.6 MAUSOLEUMS, TOMBS, ETC.

- 14.6.1 Private mausoleums, tombs, vaults, sarcophaguses, or columbariums either wholly or partially above ground, shall be constructed only in lots designated for such structures. Such structures shall be built of first grade natural stone, similar in all respects to stone used in other memorials in the Cemeteries, unless prior written approval is received from the Cemetery Supervisor for the use of an alternate material. Perpetual Care does not include any maintenance on private mausoleums or columbariums.

- 14.6.2 Plans, specifications and location on the lot or lots shall be subject to the approval of the Cemetery Supervisor.
- 14.6.3 When an entombment is made in a private mausoleum, the crypt access opening shall be property sealed by an approved monument or mausoleum dealer, and/or the Cemetery employees.

14.7 FOUNDATIONS AND DELIVERIES OF MEMORIALS, ETC.

- 14.7.1 Foundations for memorials, monuments, mausoleums, tombs, etc. may be installed by the Cemetery employees or by contractors or retail dealers approved under Section 14.1 above. All foundations shall be built to a depth as specified by the Cemetery Supervisor. All Grandview foundations shall have a six inch (6") border except Section 11 shall have a four inch (4") border and Section T shall have a three inch (3") border. All Roselawn foundations shall have a four inch (4") border except the Garden of Peace, which shall have a six inch (6") border. In the Garden of Harmony no concrete can be used in the setting of memorials. The Cemetery office shall schedule, upon reasonable notice, all foundation installations, taking into account weather and ground conditions, scheduled funeral processions, availability of personnel, etc. In no event shall any foundations be laid three days prior to Memorial Day through June 1. All excavated dirt must be cleaned up to the reasonable satisfaction of the Cemetery Supervisor.
- 14.7.2 All foundation shall be constructed of material approved by the Cemetery Supervisor.
- 14.7.3 Prior to the installation of a foundation by an approved retail dealer, the approved retail dealer shall pay the appropriate fee to the Cemetery office, which fee shall cover the actual labor costs to inspect the finished product of the approved retail dealers. The specifications for pre cast foundations and wet set memorials are on file in the Cemetery office.
- 14.7.4 There will be no Administrative Memorial Setting Fee pertaining to the addition of a vase where the memorial has been previously set.
- 14.7.5 The Cemetery Supervisor or his/her representative shall inspect all completed foundations. Any deviations from the required specifications shall be expeditiously corrected by the approved retail dealer after receiving notice of such deviations from the Cemetery office. If, after such notice, any deviation is not corrected, the Cemetery employees may make such corrections and charge the approved retail dealer for the work. Such approved retail dealer shall not be permitted to do any further work in the Cemeteries until payment in full for any such work is received by the Cemetery office.
- 14.7.6 In order to request that a foundation be installed by the Cemetery employees, applications for installation of a foundation must be made by the Owner or his/her representative at the Cemetery office. The charge for the foundation shall be paid at the time the application is made. The City shall assume the responsibility for the proper construction of such foundations. The City assumes no responsibility, however, for the correctness of

the size and location of a foundation so long as it is consistent with information received from the person ordering the foundation. Any alterations required in any foundation shall be made at the expense of the person ordering the foundation, except in the event of clear City error in carrying out the ordering instructions.

- 14.7.7 No monument or memorial shall be delivered to the Cemeteries until the applicable foundation charges have been paid and Perpetual Care fee on the burial space(s) has been paid. Each monument or memorial, upon delivery, shall be checked by the Cemetery Supervisor.
- 14.7.8 Base stones may vary from the size given when the foundation is ordered but not to exceed one inch (1”) in width or length. If the base stone is more than one inch (1”) larger than the size given when the foundation is ordered, the Cemetery Supervisor may refuse to allow such stone to be set until satisfactory arrangements have been made by the Owner or his/her representative to correct the foundation.

14.8 AUTHORITY TO PLACE MEMORIALS OR MONUMENTS

- 14.8.1 Only the Owner of a burial space may request that a memorial be placed on such burial space, except that a relative of the person interred in the space may request the placement of a memorial if there is currently no memorial on the space, and the Owner of the space cannot be located.
- 14.8.2 Before the Cemetery Supervisor may authorize placement of a memorial by a person who is not the Owner of a space, the requesting party must provide the Cemetery Supervisor with a notarized application, on a form provided by the City, stating that the requesting party:
- (1) is related to the person interred in the space for which the memorial is being requested by blood, adoption, or marriage, and stating the nature of the relationship.
 - (2) understands that the Owner shall have the right to order the removal of the memorial, such removal shall be at the requesting party’s expense, and the City shall have no liability related to such removal.
 - (3) agrees to pay the City’s costs for sending a notice by certified mail with return receipt requested to the Owner at the Owner’s last known address(es).
 - (4) agrees to indemnify, defend, and hold the City harmless from and against all claims, liabilities or causes of action whatsoever arising out of the City’s agreement to place a memorial on a burial space without the consent of the Owner.
 - (5) understands that he or she must comply with all other applicable cemetery rules and regulations.

14.9 MISCELLANEOUS

- 14.9.1 Should any memorial, monument, mausoleum, tomb, etc. become unsightly, dilapidated or a menace to the safety of Cemetery visitors or workers, the City shall have the right to either correct the condition or to remove the same at the expense of the Owner.
- 14.9.2 No monument or memorial shall be removed from the Cemeteries, except by the City, unless the written order or permission of the Owner is presented to the City and permission is granted by the City.
- 14.9.3 By presenting to the City proper written evidence to prove that any person ordering a memorial cannot or will not complete his/her contract for the purchase of the same, the dealer who sold the memorial may obtain permission from the Cemetery Supervisor to remove the memorial from the Cemeteries. In the event a memorial is removed by a memorial dealer, it shall be the duty of such memorial dealer to reimburse the City for the expense of returning the burial space(s) to its original condition. The City shall at no time be responsible or liable for the removal of any memorial and before granting permission for the removal of the same, the City may require a written guarantee or bond from the person or dealer removing the same, in favor of the City, to protect and save the City harmless from any and all liability of whatever kind or nature.

15.0 AMENDMENTS, EXCEPTIONS AND MODIFICATIONS

15.1 AMENDMENTS

The City may choose, and hereby expressly reserves the right, to adopt new rules or regulations or to amend, alter and/or repeal any rule, regulation, article, section, paragraph or sentence in these Rules and Regulations. Such new or amended rules and regulations shall be binding on the Owners of all lots and burial spaces regardless of the date such Owner acquired the right of interment. These Rules and Regulations, having been adopted by ordinance by the City Council, may only be amended by adoption of a subsequent amending ordinance.

15.2 EXCEPTIONS AND MODIFICATIONS

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The City, therefore reserves the right for the Cemetery Supervisor to, without notice, make exceptions, suspensions or modifications in any of these Rules and Regulations, when, in his/her judgment, the same appear advisable; and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application or enforcement of these Rules and Regulations.