



City of
Evans, Colorado

CEMETERY RULES

AND

REGULATIONS

Adopted:
December, 1985

Revised:
April, 1987
May, 1993
July, 2008

**RULES AND REGULATIONS
OF THE
EVANS MUNICIPAL CEMETERY**

1.0 PURPOSE

1.1 DECLARATION OF PURPOSE.

These rules and regulations shall be held to be minimum requirements enacted for the mutual protection of all plot owners at the Evans Municipal Cemetery and the City of Evans, and to ensure the cemetery a uniform and permanent beauty.

2.0 DEFINITIONS

2.1 WORDS AND TERMS DEFINED.

As used in these rules and regulations, the following terms shall have the meanings indicated:

CEMETERY - The term "cemetery" is hereby defined as a burial park for earth and crypt interments.

INTERMENT - The term "interment" shall mean the permanent disposition of the remains of a deceased person by earth or crypt burial.

INTERMENT AGREEMENT - a provisional right to interment for the sole use and purpose of receiving interment, entombment or inurnment within the cemetery. This interment, entombment or inurnment right as assigned in this Agreement may not be transferred without the express written approval of the City and is subject to the Rules and Regulations of the Evans Municipal Cemetery, including the termination of this provisional Right to Interment should there appear to be abandonment of this Right and the City is unable to locate the owner, his/her heirs or assigns.

DISINTERMENT - the term "disinterment" is the removal of the remains or cremains of a deceased person, the casket, if any, the burial receptacle from the ground or urn from the columbarium. The City will expose the vault or in the case of burial without a vault, expose the casket, burial receptacle or urn. The City shall not be required to provide either personnel or equipment to lift the vault, casket or burial receptacle from the ground.

LOT - the term "lot" shall mean a platted lot within the cemetery and may consist of more than one burial space.

BURIAL SPACE - the term "burial space" shall mean a single space within a platted lot designed for the interment of one body.

COLUMBARIUM – a vault with niches for urns containing the ashes of cremated bodies

DIRECTOR OF PUBLIC WORKS/CITY CLERK – the departments having the right

of general control of the cemetery in all matters, whether or not such matters are specifically covered by these rules and regulations.

MONUMENT - the term "monument" shall designate a monument, marker, tablet or headstone for family or individual use.

NICHE - the term "niche" shall include a location within the columbarium vault designed to hold an urn containing the ashes of one cremated body.

URN – a vase or other container used to hold the ashes of a cremated body.

3.0 APPLICATION OF REGULATIONS

3.1 COMPLIANCE WITH REGULATIONS.

All plot owners, visitors, cemetery employees, persons working directly or indirectly for lot owners and all lots 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 Evans from time to time; and the reference to these rules and regulations in the interment agreement to burial spaces shall have the same force and effect as if set forth in full therein.

3.2 EXCEPTIONS AND MODIFICATIONS.

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. In such an instance the City shall have the right, without notice, to make exceptions, suspensions or modifications in any of these rules and regulations.

3.3 AMENDMENTS.

The City may, and it hereby expressly reserves the right, at any time or times, to adopt new rules or regulations, to amend, alter and/or repeal any rule, regulation and/or article, section, paragraph and/or sentence in these rules or regulations. Such new or amended rules and regulations shall be binding on the owners of all lots or burial spaces regardless of the date such owner acquired title.

4.0 ADMINISTRATION AND ENFORCEMENT

4.1 OWNED AND CONTROLLED BY THE CITY OF EVANS.

Evans Municipal Cemetery is owned and managed by the City of Evans, Colorado. The Parks Division has the right of general control of the cemetery in all matters, whether or not such matters are specifically covered by these rules and regulations.

4.2 MANAGED BY THE DIRECTOR OF PUBLICWORKS/CITY CLERK.

The management of the cemetery may be delegated by the City Manager to the Director of Public Works and/or City Clerk who in turn shall be responsible for direct and complete supervision of the cemetery in all matters.

4.3 BUSINESS OFFICE.

All applications for purchase, transfer, assignment or repurchase of cemetery lots; interment and

disinterment orders; or annual care or special permits of any kind must be made through the City Clerk at City Hall.

4.4 ADMISSION TO CEMETERY.

Entrance into the cemetery except through the main entrance is strictly forbidden. The City reserves the right to refuse admission to the cemetery and to refuse the use of any of the cemetery facilities to any person or persons whom the City may deem objectionable to the best interest of the cemetery.

5.0 PURCHASE OF LOTS/COLUMBARIUM NICHES

5.1 APPLICATIONS FOR PURCHASE.

Applications for the purchase of cemetery lots, burial spaces, or columbarium niches must be made at the City Clerk's office where plats showing the size, location and description of all lots/niches and the schedule of prices will be kept on file. The schedule of prices for the lots and columbarium niches are set by the City Council by resolution.

5.2 IMMEDIATE USE.

In cases where a space has not been previously purchased, full payment prior to burial is required. The only exception to this policy will be when the mortuary involved assumes full responsibility for payment.

5.3 PAYMENT PLAN.

Individuals wishing to purchase a space or spaces, not for immediate use, must pay at least 25% down and the balance within one calendar year of such down payment. If the balance is not paid within one calendar year, the City reserves the right to retain funds which have been paid as liquidated damages, and the space or spaces are forfeited back to the City of Evans. An interment agreement will not be issued until full payment is made.

5.4 INDIGENT.

When a request is made by a mortuary to inter an individual with insufficient funds to cover expenses, the City will work within the expense allowance granted by the Department of Social Services if the deceased was an Evans resident three months prior to or at the time of death. The City may require proof of prior residency. This shall not prohibit the City from participating in any arrangement with other Cemeteries and/or Mortuaries, the purpose of which is to share expenses in cases not covered by Social Service allowances.

5.5 INTERMENT AGREEMENT CONVEYS ONLY THE RIGHT OF BURIAL.

All Interment Agreements shall grant to the lot owner or owners the right to use such lots for burial of human remains only, subject to these rules and regulations. The fee title to any lot, space or niche conveyed to a purchaser shall remain in the City subject to the right of burial conveyed to the purchaser.

6.0 TRANSFERS OR ASSIGNMENTS

6.1 CONSENT OF CITY.

No transfer or assignment of any burial space, or interest therein, shall be valid without the consent in writing of the City first to be had and endorsed upon such transfer or assignment, and thereafter being recorded on the books of the City. The City shall have the right to refuse to consent to a transfer or an assignment if there is any indebtedness due the City by the owner of record.

7.0 RIGHTS AND RESPONSIBILITIES OF CITY

7.1 WORK TO BE DONE BY CITY.

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

7.2 CITY MUST DIRECT AND MAY REMOVE IMPROVEMENTS.

All improvements or alterations of individual property in the cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the Parks Division, made without the City's written consent, or, at any time; in the City's judgment, they become unsightly to the eye, the Parks Division shall have the right to order such improvements or alterations removed, altered or changed without consent of the lot owner.

7.3 RIGHT TO REPLAT, REGRADE AND USE PROPERTY.

The right to enlarge, reduce, replat and/or change the boundaries or grading of the cemetery 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 in the City. The right to lay, maintain and operate or alter or change pipelines and or gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved; as well as the right to use cemetery property, not sold to individual lot or grave space owners, for cemetery purposes, including the interring and preparing for internment of dead 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 or from other lots.

7.4 WHEN CITY IS NOT RESPONSIBLE.

The City shall take reasonable precautions to protect lot owners, and the property rights of lot owners, within the cemetery from loss or damage; but the City distinctly disclaims responsibility for loss or damage from causes beyond its reasonable control and especially from 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 may be direct or collateral, other than as herein provided.

8.0 PERPETUAL CARE

8.1 PERPETUAL CARE MANDATORY.

All lots or burial spaces, with the exception of columbarium niches, shall be sold with perpetual care, the fee to be set by resolution of the City Council.

8.2 PERPETUAL CARE FEE.

A perpetual care fee shall be collected from the purchasers of lots or burial spaces. The fee shall be set by the City Council by resolution after recommendation by the Public Works Director and/or City Clerk who shall consider the absence of or number of monuments in any section, the character

of the irrigating 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.

8.3 LOTS NOT NOW UNDER PERPETUAL CARE.

All lots and burial spaces purchased prior to February 1, 1987 require that a perpetual care fee be paid at the time of opening and closing of the burial space. The amount of such fee shall be the amount that is currently being charged on the other lots and burial spaces.

9.0 INTERMENTS

9.1 SUBJECT TO LAWS AND ORDERS.

Besides being subject to these Rules and Regulations, all interments shall be subject to the orders and laws of the properly constituted authorities of the City of Evans, Weld County, the State of Colorado, and the Federal Government.

9.2 TIME OF INTERMENTS.

Notification for Monday interments must be received prior to 12:00 noon the previous Thursday. No interments will be allowed between 12:00 noon Saturday and 8:00 a.m. Monday.

9.3 EMERGENCY BURIALS.

Arrangements for emergency burials must be made through the City Clerk's Office and upon proof of emergency.

9.4 DISASTER.

In the event of a disaster, which results in numerous burials for the cemetery, the cemetery crew will work whatever hours deemed necessary by the City Manager or the Director of Public Works. The City Manager or Director of Public Works shall have the authority to make exceptions to any and all regulations necessary in order to handle the numerous burials as orderly and as quickly as possible.

9.5 CASKET NOT TO BE DISTURBED.

Once a casket containing a body is in the confines of the cemetery, 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 to touch a body without the consent of the legal representatives of the deceased, or without a court order.

9.6 APPROVED GRAVE LINERS.

Every interment must be made in an approved outer liner of steel, or concrete, and shall be supplied by the funeral home.

9.7 NOT RESPONSIBLE FOR EMBALMING OR IDENTITY.

The City shall not be responsible for the interment permit nor for the identity of any persons sought to be interred; nor shall the City be responsible in any way for the preparation of the body.

9.8 NUMBER OF INTERMENTS.

In order to maintain accurate records, not more than one body or the remains of one body may be interred in one burial space except as provided below:

9.8.1 Two cremains.

9.8.2 One regular interment and one cremains. In the case of double occupancy, only one headstone will be allowed.

9.8.3 Only one cremains urn or container shall be permitted per columbarium niche.

9.9 USE OF EQUIPMENT

Tents, artificial grass, lowering devices and other equipment in making interments, disinterments and removals shall be the responsibility of the funeral home in charge of the burial or disinterment.

9.10 INTERMENT OF CREMAINS.

In order to inter cremains in the cemetery, the applicable fee must be paid to the City of Evans. The City shall not be liable for the protection of any cremains. The person(s) requesting interment of cremains may choose containers of hard plastic, wood, marble, metal, or ceramic.

9.11 LOCATION OF INTERMENT SPACE.

When instructions regarding the location of an interment space on a lot cannot be obtained, or are indefinite, or when for any reason the burial space cannot be opened where specified, the City may, in its discretion, open the space in such location on the burial lot as it deems best and proper, so as not to delay the funeral; and the City shall not be liable in for damages for any error or change made.

9.12 ORDERS GIVEN BY TELEPHONE.

When making arrangements for burial the exact location (i.e. block, lot or space) must be given. The City shall not be held responsible for any order given by telephone, or for any mistake occurring for want of precise and proper instructions as to the location of the burial space.

9.13 ERRORS MAY BE CORRECTED.

The City reserves the right, and shall have the right to correct any errors that may be made by it (either in making interments or disinterments or in the description transferring or conveying any interment property) either by canceling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and in similar location as far as possible, as may be selected by the City; or, in the sole discretion of the City, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains in such property, a person requesting removal shall assume full responsibility for disinterment which shall be carried out pursuant to paragraph 10.0.

9.14 DELAYS IN INTERMENT CAUSED BY PROTEST.

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 the rules and regulations have not been complied with; and, further, the City reserves the right, under such circumstances to instruct a funeral home to place the body in a receiving vault until the full rights have been determined. The City shall be under no duty to recognize any protests of interments unless they are made in writing and filed with the City Clerk within 2 weeks of the interment.

10.0 DISINTERMENTS

10.1 SUBJECT TO LAWS AND ORDERS.

Besides being subject to these Rules and Regulations, all disinterments shall be subject to the orders and laws of the properly constituted authorities of the City of Evans, Weld County, the State of Colorado, and the Federal Government.

10.2 PERMISSION FOR DISINTERMENTS.

No disinterment of a body or cremains will be made without either a court 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 City Clerk shall 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 question as to the reason for the disinterment or as to whether there is opposition to the disinterment.

10.3 DISINTERMENT PROHIBITED UNDER CERTAIN CIRCUMSTANCES.

Disinterment of a body 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 is repugnant to the ordinary sense of decency and absolutely forbidden.

10.4 NOTICE OF DISINTERMENT REQUIRED.

The City reserves the right to require at least ten days notice prior to any disinterment. Disinterments must be conducted during the hours of 9:00 a.m. and 2:00 p.m. No disinterment will be made on any Saturday, Sunday, or legal holiday or on the day upon which any holiday is legally observed.

10.5 PAYMENT OF FEES.

All fees assessed by the City for disinterments shall be paid to the City Clerk's office prior to the disinterment.

10.6 CITY NOT RESPONSIBLE FOR DISINTERMENTS.

All disinterments of a body will be the responsibility of the family. The City shall not assume responsibility for any disinterments. Families wishing to disinter a body shall procure the services of a competent funeral director who must first provide evidence of liability insurance satisfactory to the City of Evans.

11.0 DECORATION OF LOTS

11.1 PLANTS, TREES, SHRUBS, FLOWERS AND BORDERS.

11.1.1 The Parks Division has exclusive authority in the planting of all trees, shrubs, plants,

flowers and grass for ornamentation of the cemetery. **Planting of trees, shrubs, plants, flowers, grass and any other type of item is prohibited!**

11.1.2 Fences, railings, curbs, hedges and other bordering of spaces are not allowed. Nothing shall be placed upon lots and graves other than flowers, vases containing flowers, wreaths, flags and other temporary decoration. Flowers, vases containing flowers, wreaths, flags or other temporary decoration may be placed on the ground in front of the columbarium niches but can not be temporarily or permanently attached to the surface of the columbarium. These will be removed and disposed of by cemetery crews, at their sole discretion, when they become dead, faded, broken or anything of a similar nature (particularly artificial flowers) without prior notice to the lot owner.

11.1.3 If any trees, shrubs, bushes or flowers growing on any space or lot shall become detrimental, in the sole discretion of the Parks Division, to adjacent lots or spaces, walkways or roads or in anyway interferes with the general design of the cemetery, they will be removed without notice.

11.2 OTHER ARTICLES.

The placing of boxes, shells, stones, boulders, toys, metal designs, ornaments, chairs, settees, unattached vases, glass, urns, fences, wood or metal cases and similar articles upon lots shall not be permitted.

11.3 LIABILITY AND REGULATION OF DECORATIONS.

The City of Evans shall not be held liable for lost, misplaced or broken flower vases or for damage by the elements, thieves, vandals or by causes 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.

12.0 MEMORIAL WORK IN CEMETERY

12.1 PRODUCERS AND RETAIL DEALERS.

12.1.1 Producers of monumental materials, meaning thereby quarries, quarries who also manufacture memorials, and manufacturers of memorials who are not quarries must provide only first grade, clear stone for memorial purposes at the cemetery, and must guarantee that such stone is free from sap or anything that will cause rust or other stains, and that it will not crack or split, and must agree that should such faults develop within five years from the date of setting, the memorial will be replaced without cost or delay to the City or the lot owner.

12.1.2 Retail dealers must agree to use only first grade stone from producers approved as provided above, and must guarantee the memorial to be executed in first grade workmanship, with the agreement that should faults develop within five years due to the setting, treatment or handling of the same by the memorial dealer, such memorial will be replaced without cost or delay to the City or to the lot owner.

12.1.3 Letter cutters, persons or firms who engage in the business of cleaning monuments, and

who are not connected with established retail dealers, and all other persons or firms must secure permission from the Director of Public Works and/or City Clerk before any work in the cemetery is commenced. In order to procure such permission, 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.

12.1.4 Retail dealers engaged in erecting or placing monuments or other structures shall be considered general contractors and must provide a bond and evidence of liability insurance satisfactory to the City of Evans.

12.1.5 Persons engaged in erecting monuments, or other structures, are prohibited from attaching ropes or other devices to monuments, trees or shrubs, and are prohibited from scattering their material or tools over adjoining lots or from blocking roadways or walks, or from leaving their material or tools on the grounds longer than is absolutely necessary. They must do as little injury to the grounds, trees and shrubs as is possible and must remove all debris and restore the ground to its original condition.

12.1.6 While a funeral or an interment service is being conducted nearby, all work of any description shall cease.

12.2 MONUMENTS.

12.2.1 No monuments will be allowed on any burial space until the space has been fully paid for.

12.2.2 Only one monument for each burial space shall be permitted.

12.2.3 While the City will exercise due care to protect raised letters, carving or ornaments on any monument or other structure on any lot in the cemetery, it disclaims responsibility for any injury thereto.

12.2.4 No copying, curbing, hedging, grave mounds, borders, enclosures of any kind, or walks of any kind shall be allowed to be built or placed on any lot in the cemetery. The City reserves the right to remove the same without recourse and without prior notice to the lot owner, if so planted, erected or placed.

12.2.5 The use of tiles, bricks, gravel, crushed rock, oyster shells, cinders or other material on any lot in the cemetery is strictly forbidden. Any of these used may be removed by the City without prior notice to the lot owner.

12.2.6 Temporary markers, homemade markers, wooden markers or ornaments shall not be allowed and may be removed by the City without prior notice to the lot owner.

12.2.7 Foot-stones and corner-stones are not allowed and may be removed by the City without prior notice to the lot owner. No corner-stones will be allowed in sections containing City installed location markers.

12.2.8 No lot owner shall erect or place or cause to be erected or placed, on any lot in the

cemetery, any monument in respect of which the Director of Public Works and/or City Clerk disapproves and if erected or placed, may be removed by the City without prior notice to the lot owner.

12.3 FOUNDATIONS.

All foundations for monuments shall be the responsibility of the lot owner. The lot owner shall procure the services of a monument company for foundation work in the cemetery. Charges for such work will be paid directly, by purchaser, to the monument company who must furnish evidence of liability insurance and a bond in an amount acceptable to the City of Evans.

12.3.1 Monuments only constructed of granite, standard bronze or marble will be allowed. Other materials are subject to deterioration and contribute to unsightliness.

12.3.2 Foundations must meet the following criteria:

SINGLE	DOUBLE
minimum of 4" deep	minimum of 4" deep
not to exceed 48" in width and 24" in length and a minimum 4" border must show after monument is placed	not to exceed 92" in width and 24" in length and a minimum 4" border must show after monument is placed
48" width	92" width
24" length	24" length
must be centered	must be centered

These foundation measurements assure a solid base for the monument and will help to prevent settling and vandalism.

12.3.3 Cut-outs for flowers located on the foundation of the monument are encouraged. These cut-outs shall not exceed 6" in diameter on the foundation.

12.3.4 Prior to placement of a foundation and/or monument, an appointment must be made either with the City Clerk in order for her/him to locate the burial lot(s). Notice must be given at least one business day (24 hours) in advance prior to placement of a foundation and/or monument. The City will assume no responsibility for an incorrect placement for any foundation and/or monument if placed prior to contacting the City Clerk.

12.4 MISCELLANEOUS.

- 12.4.1** Should any monument be installed without the services of an approved monument company, become unsightly, dilapidated or a menace to the safety of visitors, the City shall have the right to either correct the condition or to remove the same, at the expense of the lot owner.
- 12.4.2** No monument shall be removed from the cemetery, except by the City unless the written order or permission of the lot owner is presented to the City and permission is granted by the City.