

**ARTICLE I
DEFINITIONS**

Section 1.01. Definitions. The following terms, whenever used in these rules shall be construed as follows:

Burial:	The placement of human remains in a grave.
Cemetery:	Any place dedicated to and used or intended to be used, for the permanent interment of human remains.
Certification of Ownership:	The original conveyance given by the City of Astoria to the original purchaser.
City:	The City of Astoria, Oregon.
Cremation:	The reduction of a body of a deceased person to be cremated remains in a crematory.
Crypt:	A space in a mausoleum of sufficient size used, or intended to be used, to entomb uncremated remains.
Entombment:	The placement of human remains in a crypt or vault.
Grave:	A space of ground in a burial park used, or intended to be used, for burial of the remains of one (1) person.
Human Remains:	The body of a deceased person in any stage of decomposition or after cremation.
Interment:	The disposition of human remains by cremation, inurnment, entombment or burial.
Inurnment:	The placement of cremated remains in an urn and depositing it in a niche.
Ledger:	A grave cover of granite, or other approved material, flush with the ground.
Lot:	Numbered divisions as shown on the record plat which consists of four or more plots.
Lot Marker:	Concrete or other suitable material used by the City to locate corners of the lot or plot.

Marker:	A memorial placed flush with the ground.
Mausoleum:	A structure for the entombment of human remains in crypts or vaults in a place used, or intended to be used and dedicated for cemetery purposes.
Memorial:	Any monument, marker, tablet, headstone, tombstone, crypt, or private mausoleum for the family or individual use.
Monument:	A tombstone or memorial of granite or other approved materials which extends above the surface of the ground.
Owner's Declaration of	The document executed by the owner in the presence of the superintendent designating and specifying the Reservation: person or persons entitled to burial in the lot or plot for which a certificate of ownership is held.
Perpetual Care:	The general care and maintenance of all developed portions of the cemetery and memorials erected thereon.
Plot:	A space of sufficient size to accommodate one (1) adult interment, approximately 5'x10'.
Plot Owner:	Any person in whose name a burial plot stands as owner of the right of sepulture therein, or who holds from the City a conveyance of the right of sepulture or a certificate of ownership of the right of sepulture in a particular lot, plot or space.
Special Care:	Any care in excess of endowed care in accordance with the specific directions of any donor of funds for such purposes.
Superintendent:	The properly designated agent who has overall responsibility for the operation, maintenance, and improvement of the cemetery.
Vault:	(See Section 3.08)

**ARTICLE II
GENERAL**

Section 2.01. Admission to Cemetery. The City of Astoria reserves the right to compel all persons driving motor vehicles into Ocean View Cemetery to bring their machines to a full stop at the entrance, and further reserves the right to refuse admission to the cemetery grounds, and to refuse the use of any of the cemetery facilities at any time, to any person or persons whom the superintendent may deem objectionable.

Section 2.02. Superintendent in Charge of Funeral. All funeral processions, upon entering the cemetery grounds, shall be under the control and supervision of the superintendent or his assistants. However, this rule shall not alter the responsibility of the funeral director in being present and conducting the burial services as provided by the laws of the State of Oregon and the rules and regulations governing the cemetery.

Section 2.03. Casket not to be Disturbed. Once a casket containing a body is within the confines of the cemetery, no funeral director or his embalmer, assistant, employee or agent shall be permitted to open the casket or touch the body without the consent of the legal representatives of the deceased or without a court order. The superintendent may take appropriate steps to correct any obnoxious or improper condition.

Section 2.04. Cemetery Hours. The cemetery will be open to visitors at all times between the hours of 7:30 a.m. and sunset. Permission to enter the cemetery at any other time must be obtained from the superintendent.

Section 2.05. Business Office. A general business office for the cemetery is maintained at City Hall and is open between the hours of 9:00 a.m. and 5:00 p.m. daily, except Saturday, Sunday and holidays. All cemetery business may be transacted at this office. The superintendent may make special arrangements to transact business at other locations when undue hardship or other conditions warrant change.

ARTICLE III INTERMENT AND DISINTERMENT

Section 3.01. Subject to Laws. In addition to these rules and regulations, all interments, disinterments and removals are made subject to the laws of the State of Oregon, the rules and regulations of the Oregon State Board of Health, and laws of the City of Astoria.

Section 3.02. Application for Service. An authorization for the interment, disinterment or removal of a body must be obtained from the superintendent to permit such interment, disinterment or removal of the deceased. The burden of proof of the right to sign an application for such authorization shall lie with the person signing the application. Failure to produce reasonable evidence of plot ownership or the right to sign for a deceased plot owner will be sufficient reason to postpone or deny authorization.

Section 3.03. Holidays. No interments, disinterments, removals or interment services shall be permitted on Sundays, or on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and President's Day.

Section 3.04. Time and Charges. All interments, disinterments and removals must be made at the time and in the manner and subject to the payments for such charges as fixed by the City of Astoria.

Section 3.05. Notice. The superintendent shall be notified prior to 4:30 p.m., two days preceding the interment and at least five (5) working days prior to any disinterment or removal. Any interment, disinterment or removal may be postponed longer if conditions beyond the control of the cemetery cause undue hardship.

Section 3.06. Sufficient Time for Interment. The City may refuse to make an interment until a more expedient time if the human remains arrive at the cemetery gate after 3:30 p.m. In such case, the services may take place in the chapel and interment will be made on the following workday.

Section 3.07. Authority to Inter. The signing of an application for service will, in some cases, be sufficient authority to inter. However, the superintendent may require legal proof of ownership, the right to sign for the owner, or other good and sufficient proof of authority. No change or alteration will be permitted where the plot owner has previously filed written instructions with the cemetery, except by the due process of law.

Section 3.08. Outer Case or Box. Every casket containing a human body must be enclosed in an outer box or vault constructed of concrete, corrosion resistant metal or fiberglass.

If a concrete vault or concrete liner is used, it shall be constructed according to the following specifications:

Scope: This standard covers the materials, the proportioning, mixing, pouring and curing of precast concrete grave liners. Sizes, thicknesses, and shapes shall be as specified by the City of Astoria.

General: Concrete shall be mixed with the minimum quantity of clean water that will produce the lowest slump that can be efficiently placed to provide a homogeneous mass; with the maximum size of aggregate, consistent with satisfactory workability and placement; of adequate durability against destructive agencies; and of required strength.

Aggregate: Aggregate shall be sound, clean, natural or machine graded material of igneous, metamorphic or sound sedimentary origin and free of deleterious substance. The maximum size shall not exceed 40% of the narrowest dimension of the section being poured.

- Reinforcement:** The individual slabs shall contain steel reinforcement that is clean, free of oil, other foreign material and flaking rust. The reinforcement may be of ASTM 185A specification welded wire fabric or grade 40 (40) hot rolled reinforcing rods. The size of the steel shall not be larger than one-quarter (1/4) inch nominal diameter. There shall be a minimum of 0.330 lb. of steel per square foot of slab and it shall be spaced the same in each direction. The steel shall extend to within one-half (1/2) inch of the edge of the slab and shall have a minimum of one-quarter (1/4) inch of concrete cover at any location. Where the steel is lapped, it shall be lapped a minimum of eight (8) diameters.
- Cement:** The cement used shall conform to the specifications of ASTM C 150-62 and C 175-66 for Type I Portland Cement.
- Proportions:** The water-cement ratio shall not exceed 6.0 gallons per sack of Portland Cement. The cement content shall not be less than 5-94 lb. sacks of Portland Cement per cubic yard of concrete. The slump shall not be less than three (3) inches nor more than six (6) inches.
- Mixing:** After the dry materials have been combined and water added, the mixture shall be mechanically agitated a minimum of one (1) minute before being poured into the forms. Concrete that has not been placed within sixty (60) minutes from the time water is added shall not be used.
- Pouring:** Concrete shall be placed in the forms with as little rehandling as necessary. Movement of the concrete over such distances so as not to allow segregation will not be permitted.
- After placement, the concrete shall be compacted by mechanical vibration, hydraulic pressure or a combination thereof so as to consolidate the mass and release the entrapped air.
- Curing:** The concrete shall be cured by protecting it against loss of moisture, rapid temperature change and mechanical injury for at least three (3) days after placement. Moist curing, waterproof paper, white polyethylene sheeting, white liquid membrane compound, or a combination thereof may be used.
- Strength:** Test cylinders shall have a minimum twenty-eight (28) day strength of 2500 psi.

Finish: Surfaces of slabs shall be straight and either smooth or of a brush finish surface devoid of air or water pockets.

All vaults or liners shall be so constructed that they will bear minimum weight of one hundred fifty (150) pounds per square foot with a minimum of eighteen (18) inches of earth cover.

Section 3.09. Interment of Cremated Remains. Cremated remains must be interred in concrete, copper, bronze or durable inert strong fiberglass or plastic-type material container. All containers are subject to the approval of the City Manager. Cremated remains left in the care of the cemetery prior to interment will be stored at the risk of the person depositing the same and no liability or responsibility for the safekeeping will be accepted by the cemetery. All interments of cremated remains must be made by employees of the cemetery under the direction of the superintendent. Under no condition will the cemetery be responsible for the quality or preservation of any urn.

Section 3.10. Location of Interment Space. When instruction from the plot owner regarding the location of an interment space in a plot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened when specified, the superintendent may, in his discretion, open it in such location of the plot as he deems best and proper so as not to delay the funeral; and the City of Astoria shall not be liable for damages for any error made.

Section 3.11. Orders Given by Telephone. The City, or its employees, shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of precise and proper instructions as to the particular space, size and location in a plot where interment is desired. Telephone orders from a funeral director or any other person representing the plot owner will be the sole responsibility of the person telephoning the order.

Section 3.12. Errors may be Corrected. The City of Astoria shall have the right to correct any errors that may be made by it in making interments, disinterments, or removals, or in the description, transfer or conveyance of any interment right or property, either by canceling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the superintendent, or in the sole discretion of the City of Astoria, by refunding the amount of money paid on account of such purchase. In the event the error shall involve the interment of the remains of any person in a different location, the superintendent shall have the right to remove and re-inter the remains to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. Errors in interment, arising from an improper person or persons signing an application for service shall be corrected at the discretion of the superintendent at the expense of the person or persons signing the application, and where a deed, license, certificate or other instrument of conveyance, not issued by the City of Astoria or its unduly authorized City Manager, has not been registered on the books of the cemetery,

all the responsibility of determining ownership or correcting errors either prior to or after interment will lie with the person or persons claiming ownership or protesting an error. The superintendent shall also have the right to correct any errors made by placing an improper inscription, including an incorrect name or date, either on the memorial or on the container for cremated remains.

Section 3.13. Delays in Interments. The City of Astoria shall in no way be liable for the delay in the interment of a body where a protest, written or verbal, against the interment has been made, or where the rules and regulations have not been complied with, or where previously filed written instructions of the plot owner conflict; and further, the City shall have the right under such circumstances, to make other temporary disposal or storage of the body until full rights have been determined. The superintendent may require any protest of interment to be in writing and filed in the office of the City Manager at City Hall.

Section 3.14. Not Responsible for Identity. The superintendent shall not be liable for the interment permit nor for the identity of any body sought to be interred. The signing of an application giving the statistics relative to an interment to be made shall constitute all authority necessary to make the interment and enter in the records of the cemetery all information contained therein, including the spelling of any names of persons or places as they appear. The superintendent shall not be liable in any way for the embalming of the body.

Section 3.15. No Interment Permitted Unless Property Paid For. No interment shall be permitted on, or memorial placed in or on, any property in Ocean View Cemetery not fully paid for except as provided for by these rules and regulations.

Section 3.16. Purchase Procedure. The purchase of a plot or lot shall be evidenced by execution of a purchase contract, upon forms furnished by the City, describing the plot or lot and stating the purchase price and amount paid. The City of Astoria will sell a lot or plot on the time payment plan to a person with a credit rating acceptable to the City of Astoria. When a plot or lot is sold on the time payment plan, the purchase contract shall state, in addition to the above, the terms for the payment of the balance due. All purchases made on the time payment plan shall be as follows:

Twenty-five (25) percent of the total price of each grave in a plot or lot shall be made as a down payment; at least ten (10) percent shall be due each month of the total price of each grave in a plot or lot until payment is complete. Before a permit for burial is issued, the grave must be paid in full. When a grave is paid in full, a Certificate of Ownership shall be issued to the purchasers by the City.

In the event the buyer does not make a payment when due under the time payment plan, he will forfeit all money and claims, except the burial rights to which he is entitled by reason of a plot or lot being paid for in full. Any

partial payment will be retained by the City of Astoria as liquidated damages and the City is released from any further obligation thereunder, and said City shall have the right to sell the remaining plots or lots for which the option to purchase was not exercised.

The superintendent shall have the right at any time thereafter, without notice, at his discretion, to remove to single graves, to be chosen by the superintendent, each of the remains then interred in said plots or lots.

Any failure on the part of the City to declare a forfeiture of the contract for non-payment of contract installment, or any delay on the part of the City to demand payment of installment, shall not be taken or construed as a forfeiture of the rights of the City as to any of the provisions therein contained applicable to forfeiture.

Section 3.17. Interment of More Than One Body. Not more than one (1) body, or the remains of more than one (1) body, shall be interred in one grave, vault, crypt or niche, except in the case of a mother and newborn babe, or incinerated remains.

Section 3.18. Cemetery for Interment of Human Race Only. The cemetery is reserved for the interment of the human race only, and no dog, cat or any other animal or pet shall be interred therein.

Section 3.19. Interment in Church or Lodge Plot. Where a plot or lot is owned by a church, lodge or other society, interments shall be limited to the actual members of the organization, their husbands or wives, and to immediate members of their families.

Section 3.20. Cemetery Equipment Must be Used. Tents, artificial grass, lowering devices, chairs, benches and any other equipment owned by the City in connection with the operation of Ocean View Cemetery, shall be used exclusively in making all interments, disinterments and removals; however, nothing stated herein shall prevent the superintendent from borrowing, renting, hiring or obtaining by other means, the use of additional equipment, and further nothing stated herein shall obligate the City of Astoria to procure any such equipment not owned.

Section 3.21. Disinterments and Removals. Disinterments and removals may be made with the written consent to the superintendent, surviving spouse, the surviving parents of a child or unmarried person, other persons having the legal right to order disinterment, and the plot owner, provided all the requirements of the laws of the State of Oregon, ordinances of the City of Astoria, and the rules and regulations of the cemetery are complied with. Failure to comply with the conditions stated herein, or any other good and sufficient reason, shall be full authority for the superintendent to postpone or deny such disinterment and removal.

Section 3.22. Removal for Profit Prohibited. Removal by the heirs of a body or cremated remains so that the plot, lot, space, vault, crypt, or niche may be sold for profit

to themselves, or removal contrary to the expressed or implied wish of the original plot, lot, space, vault, crypt, or niche owner, is strictly and absolutely forbidden as violating the ordinary sense of decency.

Section 3.23. May Obtain Larger Plot. A body or cremated remains may be removed from its original plot or lot to a larger and better plot or lot in the cemetery when there has been an exchange or purchase for that purpose. However, the superintendent shall not be obligated to make such removal and re-interment except at his discretion, and under such conditions as will best tend to protect the decency and decorum of the cemetery. All removals shall be at the expense of the person requesting the removal.

Section 3.24. Care in Disinterment and Removal. The superintendent shall exercise the utmost care in making all disinterments and removals, but he shall assume no responsibility or liability for damage to any casket, burial case, box, vault, urn or other burial container in making the disinterment or removal.

Section 3.25. Change in Address. It shall be the duty of the plot or lot owner to notify the Finance Director of any change of his post office address. Any notice sent to the plot or lot owner at the last address on file at the Finance Director's office shall be considered sufficient and proper legal notification for every purpose.

ARTICLE IV PLOT OWNERSHIP RIGHTS

Section 4.01. Plots are Indivisible. All plots or lots, the use of which has been conveyed by a Certificate of Ownership, are indivisible.

Section 4.02. Presumption of Sole Ownership in Grantee of Plot. All plots conveyed to individuals are presumed to be solely and separately owned by the person named in the Certificate of Ownership, in accordance with these rules and regulations.

Section 4.03. Spouse has Vested Right of Interment. The spouse of an owner of any plot or lot containing more than one (1) interment space shall have a vested right of interment of his remains in the plot, and any person thereafter becoming the spouse of the owner shall have a vested right of interment of his remains in the plot if more than one (1) interment space is unoccupied at the time the person becomes the spouse of the owner. The purchase by a married person of more than one (1) interment space shall create in the spouse a right of interment therein.

Section 4.04. Divestiture of Spouse's Right of Interment. No conveyance or other action of the owner without the written consent or joinder of the spouse of the owner shall divest the spouse of his vested right of interment. The written consent or joinder shall be executed by the spouse in the office of the Finance Director.

Section 4.05. Right of Interment Under Owner's Declaration of Reservation. At the time of purchase of a lot or plot, or at any time thereafter, during the purchaser's or transferee's lifetime, and in accordance with these rules and regulations, the owner or owners of any such lot or plot may present his or her or their Certificate of Ownership and execute in the office of the Finance Director, a Declaration of Reservation, therein specifically designating the persons entitled to be buried in any or all of the plots or lots, or vesting the right of designation for unreserved plots in a named person. No other person may be buried in any plot designated by the owner or owners in the Declaration of Reservation except by an amended Declaration of Reservation, executed by the owner or owners, in the office of the Finance Director. The owner or owners of any lot may in the Declaration of Reservation, limit the persons entitled to be buried in said lot to those persons designated in the Declaration of Reservation.

Section 4.06. Descent of Plot. Upon the death of the owner, unless he has disposed of the plot either by specific direction in his will, or by a written Declaration of Reservation, filed in the office of the Finance Director, if no interment has been made in an interment plot which has been transferred by a Certificate of Ownership to an individual owner or if all remains previously interred are lawfully removed, the plot descends to the heirs at law of the owner, subject to the rights of interment of the decedent and his surviving spouse.

Section 4.07. Determining Occupant of Burial Plot Having Co-Owners. When there are two or more owners of a plot or lot or of rights of interment therein, such owners may designate one or more persons to designate the burials to be made in the plot or lot and file written Declaration of Reservation with the Finance Director. In the absence of such notice or of written objection to its so doing, the City of Astoria shall not be liable to any owner for interring or permitting an interment therein upon the request or direction of any registered co-owner of the plot.

Section 4.08. Death of Co-Owner. Authorization to Use Plot Under Directions of Surviving Owners. An affidavit by any person having knowledge of the fact, setting forth the fact of the death of one (1) owner and establishing the identity of the surviving owners named in the deed to any plot or lot, when filed with the Finance Director, is authorization to permit the use of the unoccupied portion of the plot in accordance with the directions of the surviving owners or their successors in interest.

Section 4.09. Family Plots: Order of Occupation. Whenever an interment of the remains of a member or of a relative of a member of the family of the record owner, or of the remains of the record owner, is made in a plot or lot transferred by Certificate of Ownership to an individual owner, and the owner dies without making disposition of the plot or lot, either by direction in his will, or by a written declaration filed and recorded in the office of the Finance Director, the plot thereby becomes inalienable and shall be held as the family plot of the owner, and occupied in the following order:

- (a) One grave, niche, or crypt may be used for the owner's interment; one for the owner's surviving spouse, if there is one, who has a vested right of interment in it; and in those remaining, if any, the children of the deceased owner in the order of death may be interred without the consent of any person claiming any interest in the plot.
- (b) If no child survives, the right of interment goes in order of death, first to the spouse of any child or record owner, and second, in the order of death to the next heirs at law of the owner or the spouse of any heir at law.
- (c) Any surviving spouse, child or heir who has a right of interment in a family plot, may waive such right in favor of any other relative or spouse of a relative of either the deceased owner or of his spouse, and upon such waiver the remains of the person in whose favor the waiver is made, may be interred in the plot.

Section 4.10. Waiver or Termination of Vested Right of Interment. A vested right of interment may be waived and is terminated upon the interment elsewhere of the remains of the person in whom it is vested.

Section 4.11. Limitations Upon Vested Right of Interment. No vested right of interment gives to any person the right to have his remains interred in any interment space in which the remains of any deceased person having equal or prior vested right of interment have been interred; nor does it give any person the right to have the remains of more than one (1) deceased person interred in a single interment space in violation of these rules and regulations.

Section 4.12. Transfer and Assignments. No transfer and assignment of any plot or lot, or interest therein, shall be valid without the endorsement of the City Manager, and such transfer or assignment must be executed in the office of the Finance Director, and upon forms provided by the City of Astoria. The original Certificate of Ownership must be presented at the time application for transfer is made.

Section 4.13. Indebtedness. The City of Astoria will refuse to consent to a transfer or to an assignment if there is any indebtedness due from the record plot or lot owner.

Section 4.14. Consent Withheld. Consent to the transfer or assignment of a plot may be withheld wherever the superintendent, in his discretion, shall have reason to doubt the validity of any previous ownership, or where it appears contrary to the expressed or implied wish of the record plot owner.

Section 4.15. Transfer Charges. A charge of \$25.00 shall be paid to the Finance Director for each transfer of ownership in plots or lots. No transfer of ownership shall be complete or effective until all charges are paid.

Section 4.16. Responsibility for Identification of Plot Owner. The City of Astoria shall not be responsible for the identity of any person claiming to be the plot owner, spouse or direct heir of a deceased plot owner and any action arising from the false claim of ownership shall lie with the person claiming.

Section 4.17. May not Subdivide Plots. The subdivision of plots shall not be allowed and no one shall be interred in a plot not having an interest therein, except by written consent of all parties interested in such plot and of the superintendent; provided, however, a relative of any record plot owner may be interred in said plot as provided in these rules or in the laws of the State of Oregon.

Section 4.18. Interment Right Only Conveyed. The purchase of a plot shall convey to the plot owner the right of interment only as provided in the deed to such plot.

Section 4.19. Easement Retained. The City shall retain an easement over all plots or lots for the performance of its duties, including the moving of trucks, mowers, trailers, tractors, and any other equipment incident to the maintenance of the cemetery over or on plots or lots.

Section 4.20. City May Buy. In the event the original plot owner moves his residence from Astoria permanently, and is not able to use his plot, the City may buy back said plot at the original price paid; provided, however, that a deduction of \$10.00 be made for the transfer charge.

**ARTICLE V
CONTROL OF WORK BY CITY**

Section 5.01. Work to be Done by City of Astoria. All grading, landscape work and improvements of any kind; all care on plots; all planting, trimming, cutting and removal of trees, shrubs and herbage; all openings and closing of plots, and all interments, disinterments and removals shall be made by the City of Astoria.

Section 5.02. Superintendent Must Direct and May Remove Improvements. All improvements or alterations of lots and plots in the cemetery shall be under the direction of, and subject to, the consent, satisfaction and approval of the superintendent; and, should same be made without his written consent, he shall have the right to remove, alter or change such improvements or alterations at the expense of the plot owner, or in any event, at any time, in his judgment, they become unsightly.

Section 5.03. Superintendent to have Charge of Chapel. All arrangements of flowers must be under the supervision and control of the superintendent and his assistants.

**ARTICLE VI
DECORATION OF PLOTS AND LOTS**

Section 6.01. Floral Regulations. No flower receptacles may be placed on any plots, or in the mausoleum, unless of metal of approved size and design. In the case of burial in a lot or plot, flower receptacles shall be of either galvanized, bronze, or stainless steel, or cast zinc, and a two (2) section container; the two (2) section container shall consist of one (1) outer container set firmly and permanently in the sod with the top of the container at lawn level, and one (1) inside container of the reversible type. In the mausoleum, a one (1) piece container of galvanized or stainless steel may be used.

The superintendent shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind, from the cemetery as soon as, in the judgment of the superintendent, they become unsightly, detrimental or diseased, or when they do not conform to the standard maintained.

The City of Astoria shall not be liable for floral pieces, baskets or frames in which or to which, such floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in the cemetery. The City of Astoria shall not be responsible for frozen plants or herbage of any kind or for plantings damaged by the elements, thieves, vandals or by other causes beyond its control.

The City of Astoria reserves the right to regulate the method of decorating plots so that a uniform beauty may be maintained. The superintendent reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs, plants or herbage of any kind, unless he gives his consent.

Trees or shrubbery may be donated to the cemetery for adornment and enhancement and will be placed as near to the plot of the donor as may be practical at the discretion of the superintendent.

No planting shall be made by anyone other than cemetery employees. Such planting as may be installed by cemetery employees will be limited to areas set aside for that purpose.

Potted plants will be permitted to remain on lots from five (5) days before to five (5) days after Easter Sunday and Memorial Day. If left after the time, they may be removed without notice. All winter decorations, including plastic flowers, may be placed either in in-ground containers or monument vases between November 15th and February 15th.

Artificial silk flowers will be allowed throughout the year providing they are placed in vases which are attached to monuments.

Section 6.02. Placement of Mementos/Other Temporary Items. The placing of boxes, shells, toys, ornaments, vases, wood or iron cases and other similar articles upon plots, markers or headstones shall be permitted under the following parameters and conditions:

- a. No item shall be placed on or in a grass or turf area;
- b. Items will be placed so as to not affect normal grounds maintenance activities;
- c. Items must be firmly affixed via string or tape in a manner which provides their easy removal yet keeps them firmly attached while they are in place;
- d. Items will be left in place no longer than 30 days and removal will be performed by the party who placed the items;
- e. The Ocean View Cemetery and the City of Astoria will not be responsible for any loss, theft, damage, or removal of these items by vandals, storms, etc.
- f. Items which inhibit maintenance operations and/or surpass the 30-day time period will be removed by cemetery staff. They will be kept on the premises for not more than 6 months in order to be claimed by the appropriate party who will be notified of the removal by City staff.

Section 6.03. Urns and so forth, Subject to Approval. All fittings, adornments, urns, inscriptions and/or arrangements of the crypts, or niches shall be and are hereby declared to be, subject to the approval and control of and acceptance or rejection by, the City Manager.

Section 6.04. Fences and Enclosures. Fences, curbs and enclosures around graves or lots are prohibited.

ARTICLE VII ROADWAYS AND REPLATTING

Section 7.01. Right to Replat, Regrade and Use Property. The right and privilege, at any time and from time to time, to resurvey, enlarge, diminish, replat or alter in any shape or size or otherwise to change all or any part, portion or subdivision of the property hereby mapped and platted (including the right to lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives) and to file amended maps or plats thereof, and to use the same for the erection of buildings or for any purposes or uses connected with, incident to or convenient for the care, preservation, disposal or interment of human dead bodies, or other cemetery purpose, together with easements and rights of way over and through said premises for, and the right and privilege of installing, maintaining and operating pipelines, conduits, or drains for sprinklers, drainage, electric or communication lines or for any other purpose, is hereby expressly reserved.

Section 7.02. No Right Granted in Alleyways. No easement or right of interment is granted to any plot owner in any road, drive, alley or walk within the cemetery but such

road, drive, alley or walk may be used as a means of access to the cemetery or buildings as long as the City of Astoria shall devote it to that purpose.

**ARTICLE VIII
CONDUCT OF PERSONS WITHIN THE CEMETERY**

Section 8.01. Must Use Walks. Persons within the cemetery grounds shall use only the avenues, walks, alleys and roads, and any person injured or inconvenienced while walking on the grass, except that being the only way to reach his plot, while on any portion of the cemetery other than the avenues, walks, alleyways or roads, shall in no way hold the City of Astoria or its employees liable for any injuries or inconvenience sustained.

Section 8.02. Trespassers on Cemetery Plots. Plots or lots are sacred and private property and must not be invaded. Only the plot or lot owner and his relatives shall be permitted on the cemetery plot or lot. Any other person thereon shall be considered a trespasser, and the City of Astoria shall owe no duty to said trespasser to keep the property or memorial thereon in a reasonably safe condition.

Section 8.03. Mutilation of Flowers and Trees. All persons are prohibited from destroying, mutilating, defacing, injuring or removing any marker, ornament, structure or other work, or from destroying, cutting, breaking or injuring any tree, shrub, or plant or from gathering flowers, either wild or cultivated, within the cemetery grounds.

Section 8.04. Children. Children under sixteen (16) years of age shall not be permitted within the cemetery or its buildings unless accompanied by proper persons to take care of them.

Section 8.05. Birds and Animals. All persons are prohibited from feeding or disturbing the birds, squirrels, fish or other animal life within the cemetery grounds.

Section 8.06. Refreshments. No person, other than City employees working, shall be permitted to have refreshments within the cemetery.

Section 8.07. Loitering Prohibited. Persons other than plot or lot owners or relatives of plot or lot owners, when visiting graves shall not be permitted to sit or to lounge on any of the grounds, grave, or monuments in the cemetery or in any of its buildings.

Section 8.08. Smoking. Smoking or expectorating within any of the cemetery buildings is prohibited.

Section 8.09. Rubbish. The dumping or throwing of dirt, garbage, papers, trash or other refuse on any part of the cemetery grounds or in the buildings is prohibited. Receptacles for waste materials are located at convenient places.

Section 8.10. Loud Talking. Boisterous or unseemly conduct shall not be permitted in the cemetery grounds or any of its buildings.

Section 8.11. Automobiles. Automobiles or other vehicles shall not be driven through the grounds at a speed greater than 15 miles per hour and must always be kept on the right hand side of the cemetery roadway. Automobiles or other vehicles shall not park or come to a full stop in front of an open grave unless such automobile or other vehicles are in attendance at a funeral.

Section 8.12. Bicycles, Motorcycles, Skateboards and Roller Skates. No bicycles, motorcycles or similar vehicles shall be admitted to the cemetery except such as may be in attendance at funeral or on business. Skateboarding and roller skating are not permitted at any time.

Section 8.13. Parking Vehicles. No vehicle shall park or be driven over or on any lawn except where specifically authorized by the superintendent. No overnight parking of any vehicles shall be permitted except in case of emergency and then only with the permission of the superintendent.

Section 8.14. Peddling and Soliciting. Peddling of flowers, plants or shrubs, or soliciting the sale of any commodity other than by the City of Astoria, is positively prohibited within the confines of the cemetery.

Section 8.15. Firearms. No firearms, bows and arrows, air rifles, sling shots or similar objects shall be permitted in the cemetery except on special permit from the superintendent.

Section 8.16. Notices and Advertisements. No signs, notices or advertisements of any kind shall be allowed within the cemetery except those placed by the superintendent.

Section 8.17. Horseback Riding. Horseback riding in the cemetery is prohibited.

Section 8.18. Pets. Pets shall not be allowed within the cemetery grounds or any of its buildings.

Section 8.19. Improprieties. It is of the utmost importance that there should be strict decorum observed at all times within the cemetery grounds whether embraced in these rules or not, as no improprieties shall be allowed and the superintendent shall have the power to prevent all improper assemblages.

Section 8.20. Superintendent to Enforce Rules. The superintendent and such other employees as may be designated by the City Manager are hereby empowered to enforce all rules and regulations, and to exclude from the cemetery any person or persons violating the same. Under authority of the City Manager, the superintendent and his assistants shall have charge of the grounds and buildings and shall have

supervision and control of all persons in the cemetery including the conduct of funerals, traffic, employees, plot owners and visitors.

**ARTICLE IX
PROTECTION AGAINST LOSS**

Section 9.01. When City of Astoria Not Responsible. The City shall take reasonable precaution to protect plot or lot owners and the burial rights of plot or lot owners within the cemetery from loss or damage, but it distinctly disclaims all 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 be direct or collateral, other than as herein provided.

**ARTICLE X
PERPETUAL CARE**

Section 10.01. Perpetual Care of Plots. The term "perpetual care" used in reference to plots or lots shall be held to mean the cutting of the grass upon said plots or lots at reasonable intervals, the raking and cleaning of the plots or lots, the pruning of the shrubs and trees that may be placed by the City of Astoria, meaning and intending the general preservation of the plots, lots, grounds, walks, roadways, boundaries and structures, to the end that said grounds shall remain and be reasonably cared for as cemetery grounds forever.

Section 10.02. Perpetual Care of Mausoleum. The term "perpetual care" used in reference to the mausoleum, shall be held to mean the cleaning and sweeping of building at reasonable intervals, the replacement of broken glass, the keeping of the roof in repair, proper provision of locks and doors to prevent the entrance of prowlers or undesirable persons, meaning and intending the repair necessitated by ordinary wear.

Section 10.03. Perpetual Care Exception. The term "perpetual care" shall in no case be construed as meaning the maintenance, repair or replacement of any grave markers placed upon lots or plots, the planting of flowers or ornamental plants, the maintenance or doing of any special or unusual work in the cemetery or mausoleum, nor does it mean the reconstruction of any bronze work on any section, plot or lot or any portion or portions thereof in the cemetery, mausoleum or other buildings or structures, 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 be direct or collateral, other than as herein provided.

Section 10.04. Investment of Perpetual Care Funds. The money received for perpetual care shall be held in trust and invested as provided by law. The City of Astoria 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 for such funds.

Section 10.05. Expenditure Limited to Income. Perpetual care, whether applied to lots, plots, graves, mausoleums, or to any space within the confines of the cemetery, shall be limited absolutely to the income received from the investment of the perpetual care fund, no part of the principal being expended, anything herein stated to the contrary notwithstanding.

Section 10.06. Funds May be Deposited with other of Like Character. It is understood and agreed between the purchaser and the City of Astoria that all of the perpetual care funds shall be deposited in the official depository designated by the City of Astoria to the end that the income from such accumulated perpetual care fund shall be used in the general improvement and perpetual care as above defined, but in no case shall obligation of the superintendent be construed as a contract to care for any individual property or space other than as above defined, and the perpetual care of the cemetery shall be limited to such care as can be provided with the net income received from the investment of such funds.

Section 10.07. Council to Direct Expenditures. The income from the perpetual care fund shall be expended by the City Council in such a manner as will, in its judgment, be most advantageous to the property owners as a whole and in accordance with the purposes and provisions of the laws of the State of Oregon applicable to the expenditure of such funds. The Council is hereby given the full power and authority to determine upon what property, for what purpose, and in what manner, the income from said fund shall be expended and it shall expend said income in such a manner as, in its sole judgment, it may deem advisable for the care, reconstruction, repair and maintenance of all and any portion of the cemetery grounds and/or mausoleum, and it may also expend said income for attorney's fees and other costs necessary to the preservation of the legal rights of the City of Astoria in the operation of said cemetery.

Section 10.08. Amount of Deposit for Ground Plots. From the purchase price of any lot or plot, there shall be set aside for the perpetual care fund not less than forty (40) percent of the cost of each lot or plot. The City of Astoria is prohibited from donating, giving or executing Certificate of Ownership for any lot or plot in the Ocean View Cemetery to any person or persons, firms, corporations or organizations, without the payment of the full amount of purchase price.

Section 10.09. Record of Deposits. The record books of the cemetery, and the receipts issued by the City of Astoria, shall show the amount of perpetual care fund that has been collected and set aside in each case.

**ARTICLE XI
GENERAL MAINTENANCE**

Section 11.01. General Maintenance Work General maintenance work will be performed for lots or plots sold with perpetual care without further cost to the plot or grave owner. General maintenance work shall not include such services as grave openings, foundations, or any special service and the superintendent shall determine between general maintenance or special services for which a charge may be made. Lots or graves sold without perpetual care are no longer sold.

Section 11.02. Maintenance Not Provided for Enclosed Plots. Cemetery maintenance will not be provided for graves, lots, plots or groups of lots or plots enclosed or surrounded by fencing, curbing, coping, wall or hedges, or where flowers, shrubs, trees, monuments or raised memorials or other conditions would be responsible for excessive maintenance costs.

Section 11.03. Removal of Walls, Curbs and Walls, etc. The removal of walls, curbing, coping, fences or other obstructions may be performed at the request and expense of the plot owner. Such removals will be made at the time and discretion of the superintendent.

Section 11.04. Buildings. The City of Astoria shall not be responsible for the repair or upkeep of any building, structure, edifice, monument, memorial, underground vault or crypt or any appurtenance not directly owned by the City of Astoria. All such buildings, structures, monuments, memorials, or appurtenances must be kept in a state of reasonable repair by the owners thereof and when any of the aforementioned become run down or neglected or in a state contrary to public policy or dangerous to public health or safety, they shall be removed after ninety (90) days' notice in writing has been posted thereon or in such manner as may be prescribed by law. The expense of the removal of any such building, structure, monument, memorial or appurtenance shall be borne by the owner thereof.

Section 11.05. Records. Records of interment, ownership and such other records as the laws may prescribe or the superintendent may deem advisable, shall be kept in the office of the Finance Director at City Hall and open to inspection during customary office hours by such person as may have a right thereto by reason of plot ownership or having an interest in an interment.

Section 11.06. Use of Guards and Non-Responsibility. The City of Astoria shall have the right to maintain guards if in its discretion such action is deemed necessary, but shall be under no legal or moral obligation to do so.

Section 11.07. Charges for Unusual Repairs. In the event it becomes necessary to repair or reconstruct any marble, granite, bronze or concrete work on any section, grave, plot or any portion or portions thereof in the cemetery which has been damaged

by the elements, an act of God, the common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by order of any military or civil authority, the City by order of the City Council, shall cause the cemetery management to give to the plot or lot owner of record, a ten (10) day written notice of the necessity of such repair and such notice shall be given by depositing the same in the United States mail addressed to the plot or lot owner of record at his or her last known address as stated on the books of the cemetery, or by posting written notice on the plot where the address is unknown or by publishing in a newspaper of local circulation or both. In the event the plot owner fails to repair the damage within thirty (30) days after such mailing, posting or publishing, repairs may be made by the superintendent and charge the expense against the plot or lot and to the plot or lot owner of record.

Section 11.08. May Inter Body if Poorly Preserved. The superintendent shall have the right, without notice, to remove from vaults or crypts, at once and inter any remains not in a good state of preservation or when the condition of the body renders such interment necessary in the interest of public health and welfare.

**ARTICLE XII
MEMORIAL REGULATIONS**

Section 12.01. Placement of Memorials. No raised monuments, memorial or grave markers will be permitted in the following sections of Ocean View Cemetery:

Section 34, Section 35, Section 53, and Section 54

Section 12.02. Size and Dimensions: Monuments. Monuments shall be of all polished granite, and may be either two (2) piece , three (3) piece, or four (4) piece style with a base piece and top piece. On two (2) or three (3) plot lots, the base shall not be less than thirty (30) inches or more than sixty-two (62) inches in length and not less than twelve (12) inches or more than sixteen (16) inches in width. At the lowest corner the base must be four (4) inches above lawn level. The overall height of the monument shall not exceed forty-two (42) inches.

Section 12.03. Number of Markers Limited. Not more than one (1) marker shall be placed in any grave space.

Section 12.04. Size and Dimensions: Markers. Marker shall be polished granite and installed flush with the lawn level. In addition, cast bronze single type markers may be used; however, they must be mounted to a granite base and installed flush with lawn level. Single type markers may be installed only on individual plots. Double type markers may be installed only on two (2) or more plots. Baby markers may be installed only in the Angels Plot section of Blocks 37 and 38. Grave covers may be installed on single plots. Government markers, flush granite type as furnished by the government to veterans may be installed on single plots. Government markers, flush granite type or

cast bronze type as furnished by the government to veterans, may be installed on single plots. The following sizes or markers are permitted:

Single Markers:

2' - 6" x 1' - 6" x 0' - 3" to 0' - 5" with polished raised panel, polished 3" border with round edges.

2' - 6" x 1' - 6" x 0' - 3" to 0' - 5" with 3" polished bevel border.

2' - 0" x 1' - 0" x 0' - 2-1/2" to 0' - 5" with round edges.

2' x 4" x 1' - 4" x 0' - 2-1/2" to 0' - 5" with round edges.

Double Markers:

4' - 6" x 1' - 6" x 0' - 3" to 0' - 5" with polished raised panel, polished 3" border with polished round edges.

4' - 6" x 1' - 6" x 0' - 3" to 0' - 5" with 3" polished bevel border.

4' - 0" x 1' - 0" x 0' - 3" to 0' - 5" with round edges.

Corner Markers:

0' - 10" x 0' - 10" x 0' - 2-1/2" to 0' - 5" with round edges.

When set, corner markers shall be placed at the outside corners of the lots containing four or more graves.

Baby Markers:

1' - 8" x 0' - 10" x 0' - 2-1/2" to 0' - 5" with round edges.

Grave Covers:

6' - 6" x 2' - 6" x 0' - 4" to 0' - 6" with optional borders as stated for markers.

Baby: 2' - 8" x 1' - 8" x 0' - 3" to 0' - 5"

Government Markers:

2' - 0" x 1' - 0" x 0' - 3" to 0' - 5"

The only exception to above sized regulations will be to permit installing on the same lot, a flush type marker to match any existing markers on the lot or plot.

Section 12.05. Design. To preserve uniformity, style, grade and workmanship, standard design in all memorials is highly recommended and all designs are subject to the approval of the superintendent, except as otherwise provided in these rules. Any obnoxious or grotesque design will not be permitted. The City reserves the right to remove any marker, memorial or flower receptacle which does not comply with the standard rules, regulations and specifications of the cemetery.

Section 12.06. Lettering. All lettering shall be carefully spaced and accurately set in line. Names, dates, emblems and inscriptions shall be arranged so as to result in an artistic and neat appearing plate. All cut and sand blast lettering shall be of sufficient

depth to insure permanence. Raised letters shall not be more than one-quarter (1/4) inch above the surface of the marker.

Section 12.07. Materials and Quality. Only memorials of granite will be permitted and all granite must be of quarried stone. All granite must be first grade clear stone free from sap or anything that will cause rust stains and it must not crack or check. All memorial dealers must agree, before delivering memorials, to replace at any time within ten (10) years, any memorial developing any faults without cost to the plot owner or the cemetery.

Section 12.08. Permission Required for All Work. No independent letter cutter, person or firm shall perform any work at any time until permission is obtained from the superintendent. All persons obtaining permission to perform any work shall be considered as having agreed to pay the cemetery for any damage done to any lot or lots, walks, drives, trees, shrubs or other property.

Section 12.09. No Work During Funeral Service. Any person that may have been granted permission to perform any memorial work in the cemetery shall cease all such work and activity during any funeral service.

Section 12.10. Blueprints or Sketches. An owner, anyone duly authorized to act for or in behalf of an owner, and all memorial dealers are required to furnish plans, blueprints or sketches of the proposed memorial specifying design, quality of material, the inscription and dimensions when making application for foundation permit, and they must obtain written approval before installing any memorial.

Section 12.11. Memorials Placed by Memorial Dealers. All memorials shall be placed by the memorial dealer. Any work installed without the permission of the superintendent may be removed immediately without notice. Bases for monuments must be dressed sufficiently to allow them to set firmly on the foundation. Foundations for monuments shall be of concrete made of one (1) part cement, two (2) parts sand and four (4) parts gravel. Foundations shall be not less than six (6) inches deep, with horizontal dimensions of twenty-two (22) inches wide and twelve (12) inches greater than the length of the monument. The top of the concrete foundation shall at no point show above sod level. Concrete coping at sod level around any stone is prohibited.

Section 12.12. Installation. On markers or monuments approved by the cemetery and purchased from a memorial dealer, the service and perpetual care charge shall be a reasonable fee, and all such fees shall be paid to the cemetery in advance of installing such marker or monument.

Section 12.13. Raised Memorials Replaced Under Certain Conditions. Permission may be granted to replace raised memorials set prior to regulation by the City of Astoria providing the proposed new memorial meets the requirements herein contained.

Section 12.14. Family Memorial. No family or organization memorial shall be allowed in any plot or lot of an area of less than two hundred (200) square feet. The rule applies to family plots as well as to plots for churches or other organizations. The plans and specifications for such memorials must be submitted to the City Manager for approval. In no case can the memorial length exceed fifty (50) percent of the width of the lot.

Section 12.15. Historical or Patriotic Memorials. Application may be made for permission to place a memorial within the cemetery by patriotic or historical organizations by filing such application along with plan or sketches and setting forth the reasons therefore with the superintendent thirty (30) days prior to placing of said memorial. Plans and application will be forwarded with recommendation to the City Council for adoption or rejection.

Section 12.16. Memorials to be Delivered to Cemetery Office. All memorials must be delivered to such place within the cemetery grounds as the superintendent may designate. Receipt of a memorial by the superintendent does not constitute approval of the memorial or establish responsibility for setting it.

Section 12.17. Placement. All memorials shall be placed at the head of a grave.

Section 12.18. Cemetery Not Responsible for Repairs. The City of Astoria shall not be responsible for the repair, alteration, realignment, or upkeep of any memorial after original placement is made. This work may be done at the option of the superintendent to prevent any unsightly or nuisance condition and a reasonable charge may be made for this work.

Section 12.19. Memorials Reset. Raised or above ground memorials may be reset to flush memorials at the request of the plot owner.

Section 12.20. Errors in Placing Memorials. The cemetery reserves and shall have the right to correct any error that may be made by any of the cemetery employees or by any other person or persons in the location or placing of any memorial in the cemetery.

Section 12.21. Not Responsible for Loss or Damage. The City of Astoria shall not be responsible for the loss, theft or damage of any memorial.

Section 12.22. Miscellaneous. Should any memorial or mausoleum become unsightly, dilapidated or a menace to visitors or employees or both, the superintendent shall have the right to correct the condition, repair or remove the same at the expense of the plot owner.

Section 12.23. Sundays. No monument work will be permitted on Sundays or holidays.

Section 12.24. Protection. Adequate protection to the cemetery grounds must be provided by the memorial dealer while performing memorial work.

Section 12.25. Advertising. Monument firms and others are prohibited from placing their name on a sign or any work with a view of advertising within the cemetery.

Section 12.26. Freezing Weather Conditions. No foundations may be put in during freezing weather without adequate protection.

Section 12.27. Temporary Markers. Temporary markers of steel may be placed on the grave at the time of the interment. The cemetery reserves the right to remove any temporary marker after a period of one hundred eighty (180) days.

**ARTICLE XIII
EMPLOYEES**

Section 13.01. Acceptance of Fees, Gratuities, Etc. No person, while employed by the City of Astoria, shall receive any fee, gratuity or commission except from the City of Astoria either directly or indirectly under penalty of immediate dismissal.

Section 13.02. Tools. Employees shall not loan tools or admit any person or persons to the shops or tool rooms without an order from the City Manager.

**ARTICLE XIV
SERVICE CHARGES**

Section 14.01. Payment of Service Charges. The charges for the cemetery services must be made in advance at the time of the issuance of the order for interments, disinterments or removals.

Section 14.02. Past Due Indebtedness. Arrangements must be made and approved by the City Manager for the payment of all indebtedness due the cemetery before any interment will be made.

Section 14.03. Schedule for Service Charges. The schedule of charges shall apply for the sale of cemetery lots or plots and other established cemetery services. These fees are found in Schedule A of the current City of Astoria Fees Resolution.

**ARTICLE XV
MISCELLANEOUS**

Section 15.01. Statements of Employees or Agents. The Certificate of Ownership, the Declaration of Reservation, these rules and regulations and any amendments thereto, shall be the sole agreement between the City of Astoria and the plot or lot owner.

Section 15.02. Exceptions or Modifications. Special cases may arise in which the literal enforcement of any rules may impose unnecessary hardship. The City Manager,

therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of these rules and regulations whenever, in his judgment, the same appear advisable, and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application of such rules or regulations.

Section 15.03. Amendments. The City Manager reserves the right at any time or times to adopt new rules and regulations or to amend, alter and/or appeal any rules, regulations, and/or article, section, paragraph, word or sentence in these rules and regulations.

Section 15.04. Records and Maps. A complete set of all maps, books, records, etc., pertaining to Ocean View Cemetery will be kept in the office of the City Finance Director at City Hall.

Section 15.05. Repeal of Resolution. Resolution No. 95-46, adopted by the City Council on October 2, 1995, is hereby repealed and superseded by this resolution.

Section 15.06. Effective Date. The provisions of this resolution shall be effective upon passage.