

# Public Works & Community Development Committee

**Agenda**  
**April 2, 2025**  
**12:00 PM**



119 W FIRST STREET  
CLE ELUM, WA 98922

**CITY ADMINISTRATOR**  
ROBERT OMANS

**CITY CLERK**  
DEBBIE LEE

**FINANCE DIRECTOR**  
ROBIN NEWCOMB

**PUBLIC WORKS DIRECTOR**  
MATHEW BAILEY

**POLICE CHIEF**  
RICH ALBO

**FIRE CHIEF**  
ED MILLS

**PLANNER**  
COLLEDA MONICK

**MAYOR**  
MATTHEW LUNDH

**MAYOR PRO TEM**  
STEVEN HARPER

**PUBLIC WORKS &  
COMMUNITY  
DEVELOPMENT  
COMMITTEE**  
STEVEN COOK  
KEN RATLIFF - CHAIR  
JERRED WEIS

**CITY ATTORNEY**  
ALEXANDRA KENYON

Join Virtually with Zoom: <https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2ISRExwZFhXZz09>  
Meeting ID: 757 318 4018 Passcode: 98922

Join by Phone: 1-(253)215-8782, Meeting ID: 757 318 4018, Passcode:98922

**TextMyGov**

Receive city text alert notifications: text CLEELUM to 91896

**DISCLAIMER:** The City does not guarantee that virtual or telephonic access to the City Council meeting will be available and the City does not warrant audio quality. Attendees are encouraged to attend in-person.

1. **Call to Order/Pledge of Allegiance**
2. **Unfinished Business**
  - a. Cemetery Code Amendment Ordinance - Mathew Bailey Public Works Director  
Letter from Rebecca Hackett Re: Imitation Flowers  
Letter from Darci Correa Re: Flowers in the Cemetery  
Letter from Elaine Rustvold Re: Cemetery Flowers  
Letter from Carolyn Neiland Vares re: Cemetery Flowers
  - b. IWork GIS Program - Mathew Bailey Public Works Director
  - c. Baseball Fields Agreement
3. **New Business**
  - a. March 5, 2025, Public Works & Community Development Committee Meeting Minutes
  - b. Proposed Amendment to Sewer Rates - Scott Lien
  - c. Water Disconnection Procedures and Policy for Past Due Accounts -
  - d. Street Lighting
4. **Other Committee Comments**
5. **Adjourn**

# **Public Works & Community Development Committee Agenda April 2, 2025**

119 W FIRST STREET  
CLE ELUM, WA 98922

## ***Upcoming Meetings:***

***Coal Mines Trail Commission Meeting: April 7, 2025 @ 6:00 p.m.***

***Regular Council Meeting: April 8, 2025 @ 6:00 p.m.***

***Lodging Tax & Events Committee Meeting: April 9, 2025 @ 8:30 a.m.***

***Historic Preservation Commission Meeting: April 15, 2025 @ 3:00 p.m.***

***Planning Commission Meeting: April 15, 2025 @ 6:00 p.m.***

***Public Safety & Health Committee Meeting: April 16, 2025 @ 12:00 p.m.***

***General Government Committee Meeting: April 23, 2025 @ 8:30 a.m.***

***Next Public Works & Community Development Committee Meeting: May 7, 2025 @ 12:00 p.m.***

# Proposed City of Cle Elum Cemetery Rules and Policies

## Hours of Operation

- The cemetery is open daily from dawn to dusk.
- Funerals and burials must be scheduled in advance with the City of Cle Elum.

## Conduct and Behavior

- Visitors must conduct themselves in a respectful and quiet manner at all times.
- Loud music, alcohol, and any disruptive behavior are strictly prohibited.
- Pets must be leashed, and owners are required to clean up after them.

## Floral and Decoration Guidelines

### \*\*Flowers and Containers\*\*

- Fresh-cut flowers are allowed year-round in approved or unbreakable containers no larger than the marker.
- Containers must be placed on the marker, not in the grass.
- Items may not be tied, wired, glued, or otherwise attached to the marker.
- Permanent containers (other than approved vases) are not permitted and will be removed.

### \*\*Potted Plants\*\*

- Live potted plants may be placed on the marker only, not in the grass.
- Maintenance of potted plants is the responsibility of the person who placed them.
- It is recommended that potted plants be removed promptly to prevent damage to the marker.

### \*\*Unauthorized Decorations\*\*

- Not permitted: statues, permanent plantings, rocks, candles, breakable items, toys, stuffed animals, or any item deemed inappropriate.

### \*\*Holiday and Special Occasion Decorations\*\*

- Christmas decorations, wreaths, and grave blankets (max size: 3 ft x 5 ft) are allowed from Thanksgiving through February 1.
- Items will be discarded 30 days after the posted removal date.
- Silk flowers and artificial plants are permitted one week before to one week after Easter, Memorial Day,

Mother's Day, Father's Day, Independence Day, and Veterans Day.

### **Endowment Care and Grounds Maintenance**

- Routine maintenance includes mowing, trimming, and removal of unauthorized items.
- Withered, faded, or displaced floral arrangements may be removed and discarded.
- Decorations affected by weather or other factors may be removed to maintain cemetery appearance.

### **Burial and Maintenance Regulations**

- Burial plots must be maintained in accordance with City guidelines.
- Families are responsible for compliance with decoration and maintenance policies.
- The City reserves the right to remove unauthorized, deteriorated, or inappropriate items.

### **Prohibited Activities**

- Unauthorized digging, planting, or altering gravesites is strictly prohibited.
- Commercial activity, solicitation, and advertising are not allowed.
- Firearms and fireworks are prohibited, except during official military honors.

### **Military Honors and Ceremonies**

- Veterans may be eligible for military honors in accordance with federal guidelines.
- Military markers and flags must comply with cemetery regulations.

### **Compliance and Enforcement**

- Visitors must comply with all cemetery rules and policies.
- The City reserves the right to enforce these policies and remove non-compliant items.

For questions or additional information, please contact the City of Cle Elum.

## **Proposed City of Cle Elum Cemetery Rules and Policies**

The City of Cle Elum Cemetery operates in accordance with standards that reflect the policies of national cemeteries. The following rules and policies ensure the dignity, safety, and maintenance of the cemetery:

### **Hours of Operation**

- The cemetery is open to visitors from dawn to dusk daily.
- Funerals and burials must be scheduled in advance with the City of Cle Elum.

### **Conduct and Behavior**

- Visitors must always conduct themselves in a respectful manner.
- No loud music, alcohol, or disruptive behavior is permitted.
- Pets must be leashed, and owners must clean up after them.

### **Floral and Decoration Guidelines**

- As a general rule, silk flowers and potted plants will be allowed on graves:
  - For a period extending 10 days before Easter Sunday to 10 days after.
  - For a period extending 10 days before Memorial Day to 10 days after.
  - Christmas wreaths, potted poinsettias, and other seasonal adornments may be placed on graves from December 1st through January 31st.
- Floral items should be placed at the side of headstones in line with the headstone row. This allows for equipment operations and prevents damage to floral items.
- Floral items should not be secured to headstones or markers.
- Permanent plantings, statues, vigil lights, breakable objects, pinwheels, balloons, toys, stuffed animals, and similar commemorative items are not permitted on the graves at any time.
- Do not place any items that are considered offensive, inconsistent with the dignity of the cemetery, or considered hazardous to cemetery personnel.

### **Burial and Maintenance Regulations**

- Burial plots must be maintained in accordance with City guidelines.

- Families are responsible for ensuring compliance with decoration and maintenance policies.
- The City reserves the right to remove unauthorized or deteriorated items.

### **Prohibited Activities**

- Unauthorized digging, planting, or modification of gravesites is strictly prohibited.
- Commercial activity, solicitation, and advertising within the cemetery are not allowed.
- Firearms and fireworks are prohibited, except for military honors ceremonies.

### **Military Honors and Ceremonies**

- Veterans may be eligible for military honors in accordance with federal guidelines.
- Military markers and flags must be placed in accordance with cemetery regulations.

### **Compliance and Enforcement**

- Visitors and families must adhere to all City of Cle Elum Cemetery rules and regulations.
- The City reserves the right to enforce these policies, including removal of non-compliant items.

For further information or assistance, please contact the City of Cle Elum.

## Proposed City of Cle Elum Cemetery Rules and Policies

The City of Cle Elum Cemetery operates in accordance with standards that reflect the policies of national cemeteries. The following rules and policies ensure the dignity, safety, and maintenance of the cemetery:

### Hours of Operation

- The cemetery is open to visitors from dawn to dusk daily.
- Funerals and burials must be scheduled in advance with the City of Cle Elum.

### Conduct and Behavior

- Visitors must always conduct themselves in a respectful manner.
- No loud music, alcohol, or disruptive behavior is permitted.
- Pets must be leashed, and owners must clean up after them.

### Floral and Decoration Guidelines **Fresh flowers only April 1 through September 30 except for below:**

- As a general rule, silk flowers and potted plants will be allowed on graves:  
**Commencing at the end of the mowing season September 30 through April 1**  
**Additionally** ○ For a period extending 10 days before Easter Sunday to 10 days after.  
**Mother's day; Father's Day; all other federal holidays**
  - For a period extending 10 days before Memorial Day to 10 days after.
  - Christmas wreaths, potted poinsettias, and other seasonal adornments may be placed on graves from December 1st through January 31st.

### **Whenever possible to the side --OR-- utilizing an existing in-ground vase already installed**

- Floral items should be placed at the side of headstones in line with the headstone row. This allows for equipment operations and prevents damage to floral items.
- Floral items should not be secured to headstones or markers. **Silk flowers should be secured to prevent wind from blowing them away**
- Permanent plantings, statues, vigil lights, breakable objects, pinwheels, balloons, toys, stuffed animals, and similar commemorative items are not permitted on the graves at any time. **This is overly restrictive, especially for parents in grief. We need to come up with a better way to address this. Part of it is OK; part is not.**
- Do not place any items that are considered offensive, inconsistent with the dignity of the cemetery, or considered hazardous to cemetery personnel.

### Burial and Maintenance Regulations

- Burial plots must be maintained in accordance with City guidelines.

- Families are responsible for ensuring compliance with decoration and maintenance policies.
- The City reserves the right to remove unauthorized or deteriorated items.

### **Prohibited Activities**

- Unauthorized digging, planting, or modification of gravesites is strictly prohibited.
- Commercial activity, solicitation, and advertising within the cemetery are not allowed.
- Firearms and fireworks are prohibited, except for military honors ceremonies.

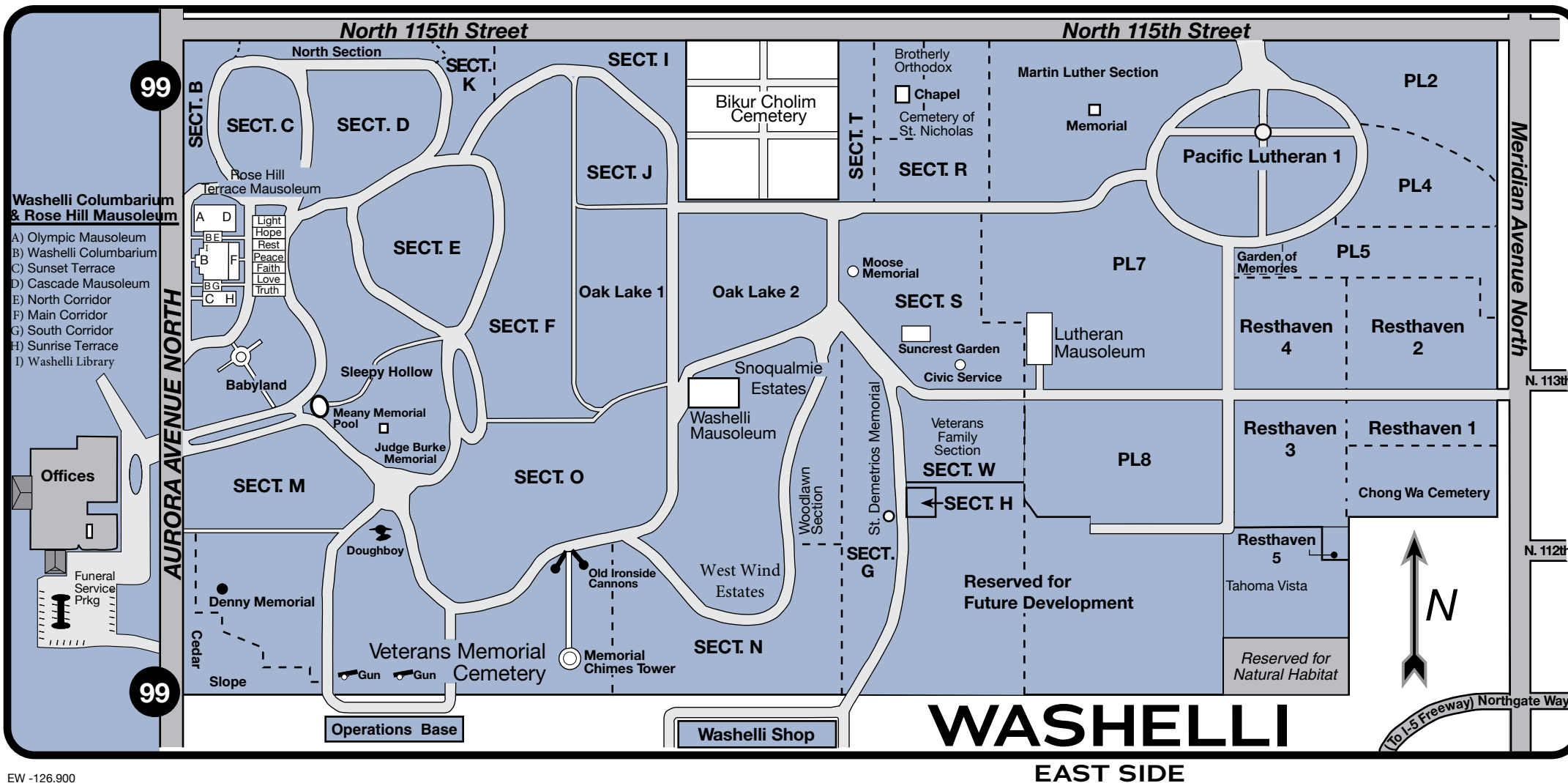
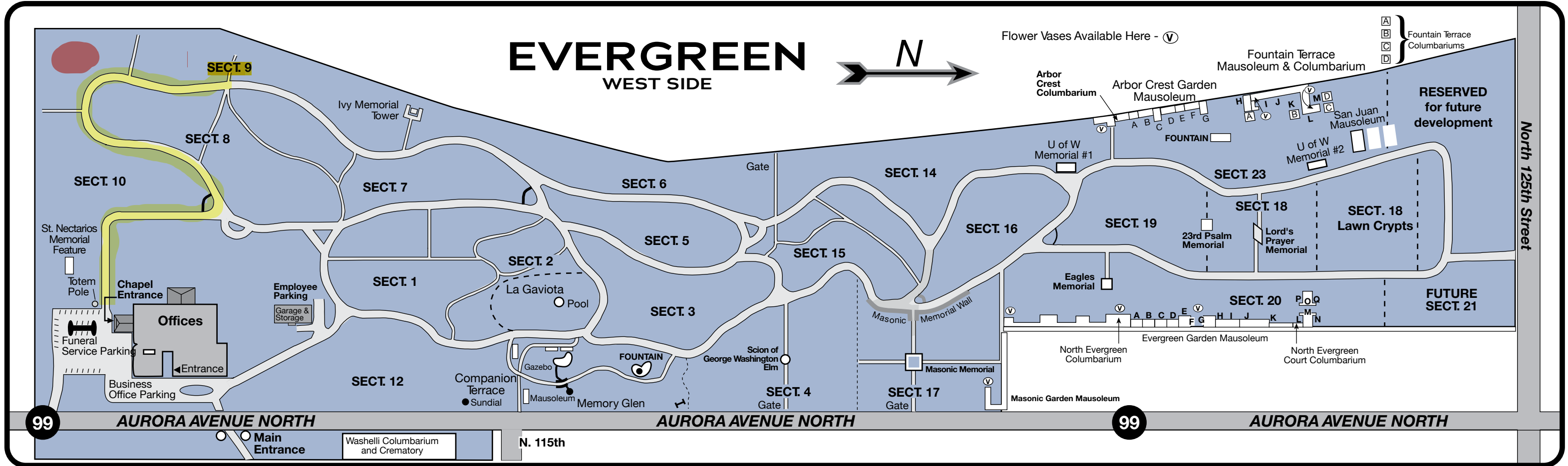
### **Military Honors and Ceremonies**

- Veterans may be eligible for military honors in accordance with federal guidelines.
- Military markers and flags must be placed in accordance with cemetery regulations.

### **Compliance and Enforcement**

- Visitors and families must adhere to all City of Cle Elum Cemetery rules and regulations.
- The City reserves the right to enforce these policies, including removal of non-compliant items.

For further information or assistance, please contact the City of Cle Elum.



Name \_\_\_\_\_

Section, Corridor, Terrace \_\_\_\_\_ Lot, Tier \_\_\_\_\_ Grave, Crypt, Niche \_\_\_\_\_

**All Cemeteries:**  
 Gates Close: 8pm or dusk, whichever comes first.

**Standards for Flower Display**  
**Burial Spaces** - Cut flowers or potted plants, limited to two (2) per burial space, may be used. These will be left in place until withered, and then removed by groundskeepers. Potted plants limited to 8" in diameter.

**Seasonal Decorations** - Christmas-like floral tributes, all other seasonal flowers, and decorations are permitted through January 15th. Other holidays (e.g. Mother's Day, Memorial Day, or Easter) floral tributes and decorations will be removed one week after the holiday; they cannot be stored.

**Mausoleum Crypts** - Special vases for your use are stored in flower stations near each crypt. When vases on crypts are not in use, vases will be returned to the station for storage.

**Artificial Flowers** - May be used only during the non-mowing season (November 1 thru March 1). During the mowing season and after March 1, artificial flowers will be discarded; they cannot be stored.

**Non-Standard Planting, Embellishments** - These are not permitted, except in certain locations where they are covered by pre-arranged, specific endowment care plans. Call the superintendent for details.

**Hours**  
 Seattle Office: Mon-Fri. 8:30am - 8:00pm, Sat-Sun. 8:30am - 6:00pm  
 Columbarium: 9:00am - 5:00pm every day

Abbey View Office: Mon-Fri. 9:00am - 4:00pm

Bothell Office: Mon-Fri. 8:30am - 5:00pm  
 washelli.com

11111 Aurora Avenue North  
Seattle, WA 98133  
206.362.5200

**Driving directions to Seattle location:**

**Via the I-5 Freeway**, from the north or south, exit at Northgate (exit 173) and drive west to Aurora Avenue North. Turn right, and drive six blocks to Evergreen-Washelli.

**Via Aurora Avenue North**, Evergreen-Washelli Funeral Home is on the west side of Aurora Avenue North at 111th and Aurora.

18224 103rd Ave NE  
Bothell WA 98011  
425.486.1281

**Driving directions to Bothell location:**

**From 1-405 at Bothell:** From the north take exit 23 or from south take exit 23B. Veer right up the hill at first traffic signal (Kaysner Way). Proceed up the hill through 4-way stop (Main Street). Take a left onto 103rd Ave. Funeral home is on the left at the corner of 183rd St. and 104th Ave NE.

**From Seattle Area (including Kenmore, Lake Forest Park, Shoreline, Lake City),**

traveling east on Highway 522, through Kenmore. Stay in center lane where Highway 522 intersects with Highway 527. Go straight onto Main Street. Turn left onto 103rd Ave NE. Funeral home is on the right, one block north of Main Street.

3601 Alaska Road  
Brier, WA 98036  
425.483.0555

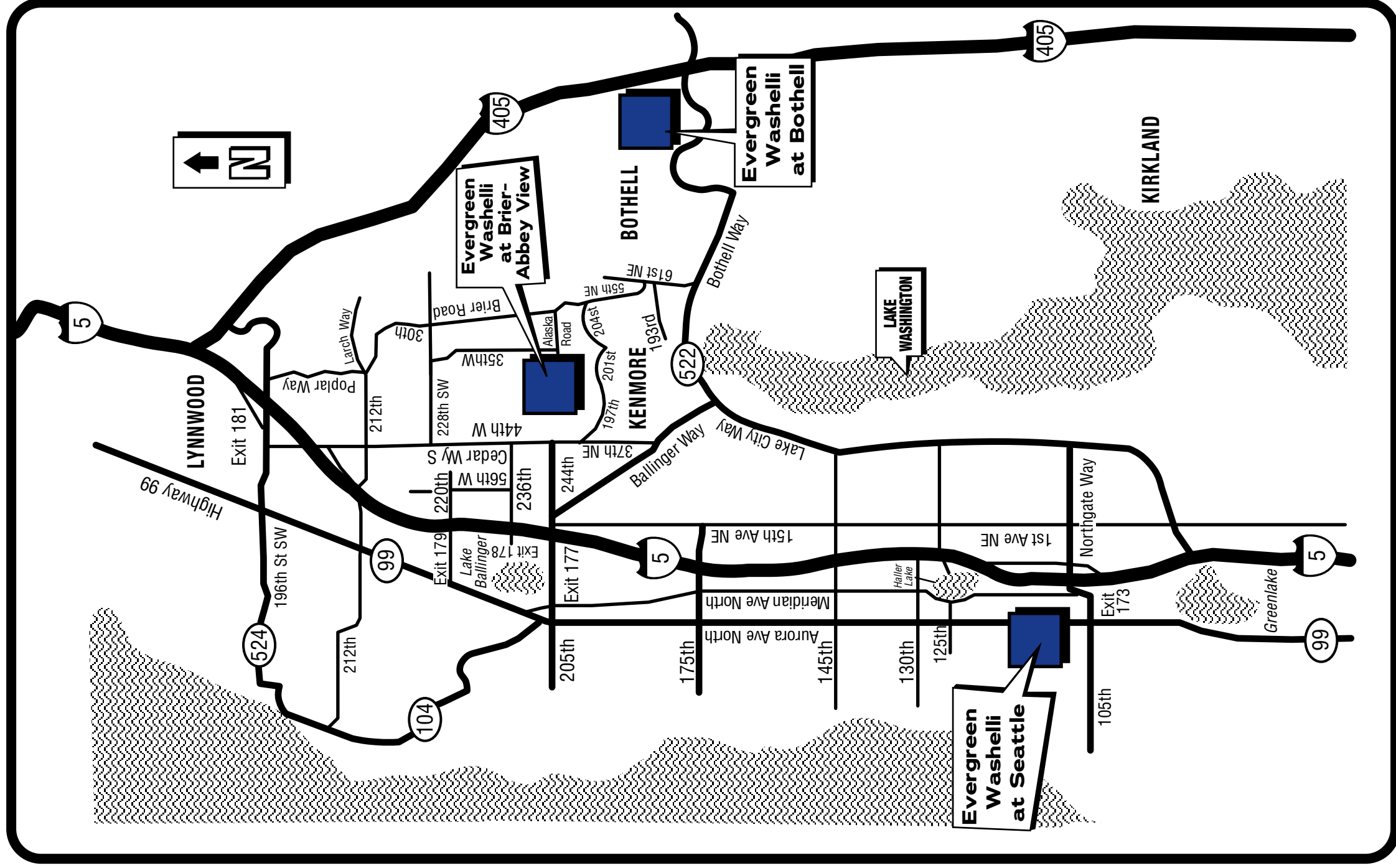
**Driving directions to Abbey View location:**

**From Bothell Way**, drive to 61st N.E., and turn north. Turn left on 193rd. Veer right on 55th Avenue N.E. At Alaska Road, bear left to Abbey View Cemetery located at 3601 Alaska Road, Brier.

**From I-5 Freeway going North:** Take exit 178th (236th St. SW) and turn right onto 236th. Go straight to Cedar Way (about 1 mile). Turn left on Cedar Way. At next light, turn right on 228th SW. Go 1/2 mile to crest of hill and turn right onto 35th W. At first stop sign turn right (this continues to be 35th). Continue on to Alaska Road (about eight blocks).

**From I-5 Freeway going South:** Take exit 181 at Lynnwood for 196th Street. Stay in the left lane of the exit and follow it to 196th eastbound and take the first right turn (which is just at the top of the overpass). This is Poplar Way. Stay on Poplar Way for about three miles (it will turn into Brier Road). At the bottom of the hill, turn right on Alaska Road. Go about 1/4 mile to Abbey View.

# DRIVING DIRECTIONS





# Fairmount Memorial Association

## **RULES & REGULATIONS**

**Fairmount Memorial Park ◇ Greenwood Memorial Terrace  
Riverside Memorial Park ◇ Spokane Memorial Gardens  
Woodlawn Cemetery ◇ Pines Cemetery ◇ South Pines**

**Spokane, Washington**

**PO Box 9797 99209**



## **RULES AND REGULATIONS**

### **PREAMBLE**

We, the Trustees of these seven cemeteries, Fairmount Memorial Park, Greenwood Memorial Terrace, Riverside Memorial Park, Spokane Memorial Gardens located in Spokane, Washington, and Woodlawn Cemetery, Pines Cemetery and South Pines Cemetery, located in Spokane Valley, Washington conducted not for profit, mindful of our solemn duty to conduct these operations in harmony with the highest purposes, and in the most modern, beautiful and acceptable manner, considering the proper desires and mutual protection of owners and management, do hereby adopt and promulgate the following Rules and Regulations pertaining thereto.

### **I.**

#### **DEFINITION OF TERMS**

1. The following terms used throughout these Rules and Regulations are defined by Washington state law and are found in RCW 68.04.020, *et.seq.* The definitions as found in said statutes or amendments and changes subsequently made thereto by the state legislation as to

68.04.020 "Human remains," "remains."

68.04.030 "Cremated human remains."

68.04.040 "Cemetery."

68.04.050 "Burial park."

68.04.060 "Mausoleum."

68.04.070 "Crematory."

68.04.080 "Columbarium."

68.04.100 "Interment."

68.04.110 "Cremation."

68.04.120 "Inurnment."

68.04.130 "Entombment."

68.04.140 "Burial."

68.04.150 "Grave."

68.04.160 "Crypt."

68.04.165 "Outer burial container."

68.04.170 "Niche."

68.04.190 "Cemetery authority."

68.04.210 "Cemetery business."  
68.04.230 "Lot" or "plot."  
68.04.240 "Owner of interment rights."  
68.04.250 "Interment right."  
68.04.260 "Scattering garden."  
68.04.270 "Scattering."  
68.04.280 "Multiple interment."

are adopted and shall have the same meaning in these Rules and Regulations as found in the statute. A copy of the statute is available Online and can be accessed at the cemetery office

Additionally, the following definitions are adopted as part of these Rules and Regulations:

**2. Memorial defined.** The term "memorial" shall include a monument, marker, tablet, headstone, tombstone, bench or cremation bench, urn, nameplate, or private mausoleum, which memorializes one or more persons.

**3. Monument defined.** The term "monument" is an upright memorial of granite or marble consisting of at least a base and tablet installed on a granite foundation in the ground.

**4. Tablet defined.** The term "tablet" is defined as a one-piece granite or marble memorial installed upright above ground level, similar to the typical government or veteran's headstones.

**5. Marker defined.** The term "marker" shall include both lawn level and above ground level one-piece memorials made of granite, marble, or bronze and placed on graves to memorialize one or more persons.

**6. Urn defined.** The term "urn" is a suitable container for the deposit of one or more cremated remains of the human body.

**7. Nameplate defined.** The term "nameplate" refers to a durable memorial which is attached to the individual crypt or niche plate or cover of public mausoleums or columbariums.

**8. Property defined.** The term "property" includes grave space, crypt, niche or burial space for cremated remains, cremation bench or cremation post.

9. (Reserved)

10. (Reserved)

## **II. SUPERVISION**

**11.** Subject to orders of the Board of Trustees, the general manager shall have overall responsibility to enforce these rules and regulations, to maintain order and to supervise all employees and business invitees.

**12.** All sales made by the cemetery are subject to the rules and regulations which are in effect.

**13.** All funeral processions, upon reaching the cemetery gate, shall be under the supervision of the cemetery management.

**14.** All work in the cemetery, including grading, landscaping, care of lawns and trees, opening and closing of graves, niches, crypts, etc., will be done under supervision of the management.

15. (Reserved)

16. (Reserved)

## **III OWNERSHIP OF PROPERTY RIGHTS**

**17.** It is recommended that purchasers visit the cemetery to aid them in their selection of cemetery property.

**18.** Purchasers of cemetery property will be given a certificate of ownership. This is a document which grants the right of interment in the cemetery describing the location of any lot, niche or crypt which has been purchased. It also describes any merchandise, such as markers and vaults, which have been purchased.

**19.** Description of lots, niches and crypts will be in accordance with the cemetery plats and records which are kept on file at the cemetery office.

**20.** No lot, crypt or niche shall be used for any other purpose than for the disposition of human remains.

**21.** No interment will be made unless the purchase price of the property and services is fully paid or satisfactory arrangements are made for payment with the general manager.

**22.** No transfer or assignment of any lot, niche, crypt or merchandise or any interest therein shall be valid unless notice is given to the general manager of the cemetery and has been accepted by him, and payment of a transfer fee as established by the Board of Trustees of the cemetery has been made.

**23.** Requests for property exchange between any of the seven cemeteries or within the cemetery may be honored.

If such exchange is made for like property (e.g. standard grave for standard grave or basic niche for basic niche) of equal or lesser current value, then only a transfer fee as determined by the Board of Trustees shall be charged. All transfers are subject to management approval. No cash rebates or refunds are permitted.

If such exchange is made for property of greater current value, then there will be allowed as a credit on the newly purchased property an amount equal to the amount paid on the original contract not including endowment care. Each trade will be subject to management approval and a transfer fee as fixed by the Board of Trustees.

**24.** Repurchase of property by the cemetery is not favored. Subject to provisions of Chapter 68.46 Revised Code of Washington and Washington Administrative Code, and depending upon family circumstances repurchase will

be considered only if the property is fully paid for and there is no acceptable exchange program. Any property repurchased by the cemetery will be either at the original selling price or at 30% of the current retail selling price, whichever is lesser. This policy may apply also to undelivered merchandise previously purchased.

**25.** Each cemetery is a member of the National Association of Cemeteries Lot and Crypt Dollar Exchange Programs, and all requests for transfers of property out of the Spokane area will be governed by the rules as established by that Dollar Exchange Program.

**26.** All seven cemeteries are operated with endowment care. The purchaser of any property in the cemetery will be fully protected as provided by the endowment care fund law, RCW 68.44, *et. seq.*, and the succeeding legislation.

**27.** It is the duty of the owner of any lot, niche or crypt to notify the cemetery of any change in post office address so that necessary notices respecting cemetery operations may be given.

**28.** (Reserved)

**29.** (Reserved)

**31.** (Reserved)

#### **IV. INTERMENTS**

**32.** No interment will be made unless the proper certificate (burial transit permit) is furnished, giving the name and sex of the deceased, and location of death. Notice of interment must be given at least 72 hours in advance.

**33.** Only one interment shall be made in a grave with the exception of a mother and infant or two children in one casket. However, two interments are allowed in some sections with the use of a double depth vault or two vaults built to be vertically stacked. One cremated remains is allowed in one grave space in addition to a full casket or two cremated remains are allowed in one adult or child grave space. Cremated remains may be placed in a casket to be buried or

entombed, provided the cemetery is provided necessary records of such interment.

**34.** The cemetery shall not be liable for the identity of the person to be interred.

**35.** It is required that a member of the deceased's family or a person with proper authority give the cemetery written authorization in advance of interment. Management may make exceptions to this rule when absolutely necessary subject to the Revised Codes of Washington. The cemetery shall not be held responsible for any order given by telephone or for any mistake occurring from lack of precise and proper instructions as to the particular space and location where interment is desired.

**36.** Every earth interment shall be enclosed in a concrete container, or outer container of other suitable material. All such containers must meet the specifications approved by the Board of Trustees, which are incorporated herein by reference and attached hereto.

**37.** The cemetery shall be in no way 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, or because of strikes, the elements, acts of God, common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority. The cemetery may require any protests to be in writing and filed in the office at the cemetery.

**38.** The cemeteries have certain dedicated areas which are owned by or subject to some control of churches, lodges, or other societies. Interments shall be limited in such areas to those as determined by the said organization. Cemetery charges will be made as provided in the contracts between said organizations and the cemetery.

**39.** Interments are permitted on Saturdays, Sundays and legal holidays, subject to fees set by management.

**40.** All interments and removals will be made subject to the laws and ordinances of the city, county and state and to orders of the court having proper jurisdiction.

**41.** If property and services are arranged for at the time of need, payment shall be made at such time.

**V.**  
**DISINTERMENT AND REMOVAL**

**42.** No disinterment shall be made except upon court order or by cemetery employees with the consent of the cemetery management upon the written consent of the lot owner, the surviving spouse, or, if none, then all members of the immediate family. Any disinterment is subject to RCW 68.50.160. The cemetery shall exercise the utmost care in making a removal, but it shall assume no liability for damage to any casket or burial case or urn incurred in making removal.

Prior to any disinterment, the relatives or those seeking it shall waive in writing and release the cemetery from any and all liability arising from the method of removal or condition of the remains.

Only a licensed funeral director shall open a casket which has been disinterred.

**VI.**  
**MEMORIALIZATION**

**43.** Each grave, crypt or cremation space is allowed memorialization. Markers, monuments, or benches may be installed for permanent memorialization of the deceased. In most lawns of the seven cemeteries, lawn level markers are required, but there are specific regulations for various areas in each cemetery. Benches are allowed in most areas of the seven cemeteries and require a minimum of two standard grave spaces.

**44.** No monument or marker may be placed on any lot on which any amount due the cemetery remains unpaid.

**45.** Grave markers shall be placed according to the rules of each cemetery, which rules are appended hereto.

**46.** Grave mounds shall not be allowed. No lots shall be raised above the established grade.

**47.** No coping, curbing, fencing, hedging, borders, or enclosures of any kind shall be allowed around any lot unless approved by the General Manager.

**48.** Placement of family monuments and tablets are subject to the approval of management.

**49.** If any monument, effigy, or structure whatever, or any inscription or sign be placed upon a lot which the cemetery management shall decide to be offensive, unsightly, or improper, the cemetery reserves the right to remove the same from the cemetery grounds and shall give notice thereof.

**50.** The cemetery disclaims any ownership of any monument in the cemetery and disclaims any liability for the insecure condition of any monument located therein. If it is determined by the General Manager that a monument is damaged, tipped, fallen, or unsightly for lack of attention by the owner of the lot, then any necessary and appropriate correction may be made by the cemetery without notice.

**51.** Private mausoleums can be permitted in certain areas of the cemetery properties. Complete plans and working drawings of such a structure must be given to the cemetery management before construction can start. In addition to the cost of property, a sum of money must be deposited to the endowment fund of the cemetery used which would provide adequate maintenance and care of the structure being built. This amount would be determined by the trustees of the fund and would be in addition to the amount of endowment care required by statute.

**52.** Markers, nameplates, floral vases, benches and monuments are made available for sale to property owners by the cemeteries. Property owners may also obtain markers and monuments from other sources. In order to maintain the necessary beauty, harmony and quality of marker placements, the cemeteries will install markers and make a reasonable charge for such installations in accordance with the published price lists. If a marker is to be installed, removed or relocated by someone other than the cemetery, a reasonable charge will be made by the cemetery for layout plans, supervision and inspection of installations to ensure compliance with cemetery rules. Payment for installation charges must be made prior to installation unless the company furnishing the marker has established a proper credit standing. Such companies shall be billed monthly and account must be paid by the 10<sup>th</sup> of the following month.

53. (Reserved)

54. The cemeteries will exercise reasonable care in caring for and protecting cemetery property including markers, monuments, floral vases, etc., **but are not responsible for vandalism and theft.**

55. (Reserved)

56. (Reserved)

## VII. DECORATIONS, FLORAL AND PLANTINGS

57. No flower receptacles may be placed in the mausoleum or columbarium, unless of approved size and design. All crypts and niches have special plastic and bronze containers for flowers. No other containers may be used on the crypts or niches.

58. When not in use, permanent floral containers placed on grave spaces must be of the type that can be inserted “upside down” to be at ground level. Each container will be placed in the ground with a concrete collar prepared by the cemetery. Cemeteries will make a reasonable charge for this installation.

59. Cut flowers will be removed from the graves at the discretion of the management.

60. Artificial flowers are *not* permitted on the lawns from March 1, to November 1, other than Memorial Day and one week following. Artificial flowers can cause damage to the lawn mowing equipment.

61. Precautions will be taken by the cemeteries to protect floral decorations, but they 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 their control.

62. When a flower or rose bed or other planting is permitted, a charge for annual maintenance will be made. Terms are cash with the order, and, if annual costs are not paid or provided for, the plantings may be removed and replaced with grass.

**63.** No trees, shrubs, or plants shall be planted, pruned or removed without the consent of the management. In the event a lot owner desires to have a tree or shrub removed to make room for a burial, **such removal may be at the expense of the lot owner.** The cemetery shall have authority to prune, remove, or transplant any tree, shrub, plant, or anything upon a lot, when it is considered necessary.

**64.** No obstructions which interfere with grave care, such as boxes, shells, toys, metal designs, ornaments, chairs, settees, vases, and similar articles upon plots, shall be permitted, and if so placed, the cemetery reserves the right to remove the same.

**65.** (Reserved)

**66.** (Reserved)

## **VIII. "CONDUCT" IN CEMETERY**

**67.** The General Manager and his assistants shall have charge of the grounds and buildings, and at all times shall have supervision and control of all persons in the cemeteries, including the conduct of funerals, traffic, employees, property owners, and visitors.

**68.** All funeral processions, upon reaching the cemetery gate, shall be under the supervision of the cemetery management. Once the funeral or committal service is complete, the cemetery management reserves the right to refuse permission to anyone to open the casket or to touch the body without consent of the legal representative of the deceased or without a court order.

**69.** No motor vehicle shall be driven at a rate faster than fifteen miles per hour in the cemetery grounds.

**70.** Bicyclists, joggers, and others are permitted on the grounds and are subject to the rules and regulations contained herein.

**71.** Children under the age of 15, unaccompanied by an adult, will not be permitted on cemetery grounds.

**72.** Other than service animals, No dogs, cats, or other animals will be allowed, in mausoleums, or other buildings. Only dogs on a leash at all times are permitted on the cemetery grounds.

**73.** All persons are prohibited from gathering or taking away any flowers, either wild or cultivated, or breaking any shrub, plant, or tree upon the cemetery grounds.

**74.** Peddling of flowers or plants or soliciting the sale of any commodity other than by authorized employees of the cemeteries is prohibited within the confines of the cemetery grounds. Solicitation of any kind is strictly forbidden at any time in the cemeteries, without the approval of management.

**75.** All persons are prohibited from writing upon, or in any manner defacing or injuring any monument in the cemetery.

**76.** No signs or notices or advertisements of any kind shall be allowed in the cemeteries unless placed by cemetery authorities.

**77.** Boisterous or unseemly conduct shall not be permitted in the cemeteries or in any of the buildings.

**78.** Persons other than plot owners or relatives shall not be permitted to loiter in the cemeteries, or in any of the buildings.

**79.** No firearms shall be permitted within the cemeteries except by special permit from the management or other duly constituted authorities.

**80.** No person shall be permitted to have refreshments within the cemeteries, except as authorized by the management.

**81.** It is of the utmost importance that there should be strict observance of all of the proprieties of the cemeteries, whether embraced in these rules or not, as no improprieties shall be allowed, and the management shall have power to prevent improper assemblages.

**82.** No person, other than employees, will be allowed or permitted upon the cemetery grounds except during posted hours.

**83.** The manager and other employees of the cemetery are authorized to act as security officers in and about the cemetery grounds, and any person disturbing the quiet and good order of the grounds, or other improper conduct, or

who shall violate any of these rules, will be required to immediately leave the grounds and may be further dealt with as provided by law.

**84.** The grounds and mausoleums shall be open at the times posted at the cemetery entrances. Office hours are from 8:00 A.M. to 4:30 P.M. unless otherwise posted. Business offices will be closed on Saturday afternoons, Sundays and holidays.

**85.** (Reserved)

**86.** (Reserved)

**IX  
RIGHTS RESERVED TO CEMETERY—  
MODIFICATIONS, DISCLAIMERS  
AND EXCEPTIONS**

**87.** The cemetery hereby reserves the right to correct any errors that may be made by them either in making interments, disinterments or removals, or in the description, transfer or conveyance of any interment property, either by cancelling such conveyances 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 cemetery, or, in the sole discretion of the cemetery, by refunding the amount of money paid on account of said purchase. In the event the error shall involve the interment of the remains of any person in such property, the cemetery reserves the right to remove and reinter the remains to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. Cemetery 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.

**88.** Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Trustees, therefore, reserve the right, without notice, to make exceptions, suspensions or modifications in any of these rules and regulations when, in their judgement, the same appear advisable, and such

temporary exception, suspension or modification shall in no way be construed as affecting the general application of such rule.

**89.** The cemetery may, through its Board of Trustees, and it hereby expressly reserves the right, at any time or times, to adopt new rules and regulations, or to amend, alter and/or repeal any rule, regulation and/or article, section, paragraph and/or sentence in these rules and regulations.

*Adopted and issued by order of the Board of Trustees of Fairmount Memorial Park, Greenwood Memorial Terrace, Riverside Memorial Park, Spokane Memorial Gardens, Woodlawn Cemetery, Pines Cemetery and South Pines Cemetery on the 8<sup>th</sup> day of February, 1982 and amended this 13<sup>th</sup> day of December, 2013.*

SIGNED: \_\_\_\_\_  
PRESIDENT

ATTEST: \_\_\_\_\_  
SECRETARY

**Memorial  
REGULATIONS SUPPLEMENT  
(SECTION VI)  
GREENWOOD – RIVERSIDE  
December 13<sup>th</sup>, 2013**

All lawns in these two properties are designated into six (6) categories as follows:

12/13/2013

**A LAWNS.** All “A” lawns are platted with 9 grave spaces per 4 digit numbered lots and the marker is placed at the head of the grave and read from the foot of the grave. Lawn level markers only are permitted in the following minimum sizes:

**SINGLE**

Granite – 28”x 16”  
(no concrete)  
Bronze—24”x 12” or 13”

placed on granite  
foundation 28”x 16”

**COMPANION**

Granite—40” x 16”  
(no concrete)  
Bronze—36”x 12” or 13”

placed on granite  
foundation 40”x 16”

**B LAWNS.** The large majority of “B” lawns are platted with 16 grave spaces per designated lot. Markers are placed at the head of the grave and read from the head of the grave. Walkways separate the rows of marker placement. Lawn level markers only are permitted in the following minimum sizes:

**SINGLE**

Granite—24”x 12”  
(no concrete)  
Granite—32”x 20”  
(no concrete)  
Bronze—24”x 12” or 13”  
placed on granite  
foundation 32”x 20”

**COMPANION**

Granite—36”x 12”  
(no concrete)  
Granite—44”x20”  
(no concrete)  
Bronze—36”x 12” or 13”  
placed on granite  
foundation 44”x 20”

**C LAWNS.** Lawn markers preferred with same sizes as used in “A” and “B” Lawns. Upon prior approval of management occasional exceptions can be made in these lawns when duplication of existing memorials is desired.

**D LAWNS.** Lawn markers only in same sizes as required in “B” lawns. Family monuments permitted if 8 or more grave spaces are owned. The monument must be placed in the center of the family plot. Specifications of the monument must have prior approval of the cemetery management.

**E LAWNS.** Areas designated as “E” Lawns are platted and set aside within the confines of larger lawns to receive cremated remains. Lawn markers or bronze name-vase urns are permitted as permanent memorials. Following marker sizes are required:

Granite—16”x 8”  
22”x 14” (no concrete)

Bronze—16”x 8” (with bronze 22”x 14”)  
Circular name-vase urn, maximum diameter 13” (with concrete border)

And set aside within confines of larger lawns for the burial of infants. Marker requirements are as follows:

Granite—16”x 8”  
22”x 14” (no concrete)

Bronze—16”x 8” (with bronze 22”x 14”)

**INNOCENTS LAWN.** This is a special lawn in Greenwood platted for burial of adults, children, and infants. Marker requirements are as follows:

**Infant Section**

Granite—16”x 8” (no concrete border)  
Bronze—16”x 8” (no concrete border)

**Children Section**

Granite—24”x 12” (no concrete border)  
Bronze—24”x 12” (no concrete border)

**Adult Section**

“A” Lawn Regulations

**Note:** In all lawns the burial of one cremated remains is allowed in an adult or child grave space in addition to the regular burial. A small marker or vase memorial is allowed for memorialization. Minimum size is 20"x 10"

**Memorial  
REGULATIONS SUPPLEMENT  
(SECTION IV)  
FAIRMOUNT MEMORIAL PARK  
December 13, 2013**

Much of the Fairmount property is platted into various shaped family plots., Fairmount does allow above ground memorialization and benches in these and other specific areas subject to management approval

The newer lawns such as 19, 20, 31, 32, 41, etc., and the older lawns which have been re-platted, are platted with four grave lots numbered in sequence, and the markers are placed at the head of the graves. Lawn level markers are required unless otherwise noted. The standard 28"x 16" and the 36"x 12" or the 32"x 20" and 44"x 20" granite markers are preferred, but other size lawn level markers of granite or bronze or bronze on granite bases are permitted. Maximum length of a grave marker for a single adult grave *including* the border shall be 32"x 20"

Different areas in the lawns of Fairmount have been platted and set aside for burial of infants and cremated remains. Granite or bronze markers are used for these smaller burial spaces. The standard 16"x 8" granite or bronze marker with granite border is encouraged. The 22"x 14" granite marker without a border may also be used. Bronze name-vase flower containers placed with granite vase blocks, are also permitted for memorialization but with a maximum bronze

diameter of 13 inches. Companion markers for two cremation spaces are permitted but the size of the marker must not exceed 32" long and 12" wide.

Two areas of lawn 36 and lawn 41 have been platted to allow upright monuments. Each monument shall be of granite or marble and must memorialize at least two grave spaces. Each monument shall be at least 30 inches in height and will be installed only in areas so designated in the cemetery plats.

**Note:** In all lawns the burial of one cremated remains is allowed in an adult or child grave space in addition to the regular burial. A small marker or vase memorial is allowed for memorialization. Minimum size is 20"x 10".

## Memorial

### REGULATIONS SUPPLEMENT (SECTION IV) SPOKANE MEMORIAL GARDENS (SMG) December 13, 2013

Spokane Memorial Gardens (SMG), being the newest property and established as a true Memorial Park, no upright memorials have been or are allowed except for cremation and memorial benches and the Feature Memorials placed in the center of different lawns. Such Feature Memorials are installed and maintained by the cemetery management. Individual or multiple burial memorials are permitted, but must be installed at ground level. Prior to the time SMG became an integral part of Fairmount, all bronze markers were placed on a concrete foundation without the protective concrete border. Since the time Fairmount took over active management of SMG, it has been the policy to install all bronze markers with a granite border which keeps the growing grass from covering the marker itself. **Present regulations covering grave markers at SMG are as follows:**

1. Granite or bronze or bronze on granite markers are permitted.
2. Standard sizes such as explained in regulations of the other three properties are preferred:
  - a. Maximum length of a marker on a *single* adult grave including the granite border shall be no longer than 36 inches.

b. Minimum length for a marker on a single adult grave including border shall be 26 inches.

c. Areas are set aside and platted at SMG for burial of cremated remains and infants. Because of space limitations in such areas the standard 16"x 8" granite or bronze marker with concrete border or the 22"x 14" granite marker is preferred. Maximum length for a single marker in these areas shall be 22 inches. Maximum size for companion markers is 32" x 12".

d. In all lawns the burial of one cremated remains is allowed in an adult or child grave space in addition to the regular burial. A small marker or vase memorial is allowed for memorialization. Maximum size *including* necessary border is 22"x 14".

**Memorial  
Regulations Supplement  
(Section IV)  
Woodlawn, Pines and South Pines  
December 13, 2013**

Generally, the memorial regulations for Woodlawn, Pines and South Pines are the same as "A" and "B" lawns at Greenwood and Riverside. Upon prior approval of management, occasional exceptions can be made at these cemeteries when duplication of existing memorials are desired. Generally, larger memorial sizes are acceptable at Pines and South Pines due to the 5'x 12' grave spaces.

Concrete borders are not allowed except in special circumstances approved by management. Fairmount shall not be held liable for the maintenance, repair or replacement of any concrete boarder or foundation.

Benches are permitted in most sections of Woodlawn, Pines and South Pines. Upright monuments are permitted in some sections; information is available in the cemetery office.

**OUTER BURIAL CONTAINER  
SPECIFICATIONS**

## (SECTION IV)

### STANDARDS

#### A. Structural Design and Strength

(1) The container must test favorably at a strength level sufficient to withstand a static load of 5,000 pounds per square foot, applied to the top surface. Such load may not produce a deflection of more than ½" on the top surface, nor more than 1" on the side walls. The container must have enough impact strength that a glancing blow from a backhoe, shovel, or tamper will not fracture it.

(2) There are no specific standards on weight but design should incorporate the necessary structural strength at the minimum achievable height.

#### B. Dimensions

(1) Outside dimensions should not exceed 94" in length and 34" in width for the regular manufacturing standard.

(2) Concrete outer container wall thickness should be the minimum possible, consistent with the strength requirements previously stated. The outer dimensions of the container are limited to the dimensions stated above, and inner dimensions must be sufficient to permit use of practically all caskets.

(3) Special sizes are necessary from time to time, either to accommodate a very narrow excavation situation, or to accommodate a singularly over-sized burial. In these cases all standards, except those pertaining to dimensions, must be met. The cemetery office must be notified as soon as possible in this event.

#### C. Material

(1) Material used in the construction of a burial container must be impervious to the destructive action of the natural elements contained in the soil which can range from extreme acidic to extreme alkaline conditions. Accelerated tests, designed to simulate fifty years of earthen burial are acceptable in determining the capacity of various materials to withstand soil conditions. The tests must be conducted by a recognized independent testing laboratory, with a copy of test results provided to the corporation.

(2) Approved outer containers of reinforced concrete do not require time acceleration tests since long and extensive experience has provided direct operational data. New concrete containers submitted for approval must simply meet the above standards drawn from this experience.

(3) Concrete used in outer containers must meet American Concrete Institute standards for reinforced concrete curing.

**D. Operational Requirements.**

(1) Because of the weight and strains involved in lifting, lowering, and handling of vaults, boxes, or other outside containers, strict safety and handling precautions must be adhered to. Outer containers must be so constructed and designed as not to separate or be damaged by the various sling and lift devices used. Outer containers which depend on sealants for structural rigidity must be sufficiently cured, bonded or otherwise secured prior to delivery to the cemetery. Piece Liners are not allowed at any Fairmount Memorial Association cemetery.

(2) Outer containers are handled by means of chains, straps, or cables passed around and/or under the unit. Outer containers which would be damaged by such handling techniques are not acceptable, unless specific arrangements have been made with the cemetery office in the case of each interment.

(3) Unsealed outer containers require an acceptable method of drainage such as the two one-inch diameter holes in the container bottom in order that water from condensation or seepage can ultimately be re-absorbed into the ground.

**F. Approved list of outer containers for Ground Burial.**

<b>Manufacturer</b>	<b>Name of Container</b>
Spokane Wilbert Vault Co. N. 1323 Cedar St. Spokane, WA 99205	Monarch
	Monticello
	Continental
	Venetian
	Stainless Steel
	Concrete Topseal
	Concrete Grave Box
	Cherub Infant Vault
	Double Depth Lawn Crypt

**Note:** For additions to this list contact Executive Offices of Cemeteries,  
(509) 326-6813

Richland Cemetery Association

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## **Rules and Regulations**

### Introduction

To be a place of beauty, a cemetery or mausoleum must be designed so that each interment space will be a contribution to the perfection of the whole. This requires a general plan for the laying out or construction of each grave, crypt or inurnment space, for the placement of memorials and other embellishments, and for the regulation of the conduct of all persons coming within the confines of the grounds and buildings. Unrestrained, a space purchaser might cause the erection of an inappropriate memorial or do some other thing that would mar the cemetery for others. By the adoption of rules and regulations the activities of each individual can, under the guidance of the Cemetery Association, be molded into a general plan.

For the mutual protection of every purchaser, these rules and regulations are hereby adopted as the rules and regulations of the Richland Cemetery Association, Inc. and all property owners and visitors within Resthaven Cemetery and Sunset Memorial Gardens and Mausoleums, and all property therein shall be subject to said rules and regulations, and subject, further to such other rules and regulations, amendments and alterations as shall be adopted from time to time; and the reference to these rules and regulations in a contract or in deeds or in certificates of ownership to spaces shall have the same force and effect as if set forth in full therein.

### Definitions

1. Cemetery Authority shall mean the Corporate Officers and the Board of Directors, duly elected by the membership for the purpose of conducting and administering the cemeteries controlled and operated by the Richland Cemetery Association and those persons to whom said Board of Directors has delegated the operation of the cemeteries.
2. Cemetery means the burial grounds commonly know as Sunset Memorial Gardens and Resthaven including, without limitation:
  - a) All land dedicated or used for interment of the remains of human dead;
  - b) All vegetation therein;
  - c) All graves, mausoleums, crypts, columbarium, niches or other interment spaces, therein;
  - d) All roads, walkways and other structures of every kind therein, and
  - e) All equipment and facilities incident to the operation of Sunset Memorial Gardens and Resthaven Cemetery.
3. Mausoleum means a structure or building for the entombment of human remains in crypts in a place used, or intended to be used, and dedicated, for cemetery purpose.
4. Columbarium means a structure, room, or other space in a building or structure containing niches for permanent inurnment of cremated human remains in a place used, and dedicated, for cemetery purpose.

5. Endowment Care means cutting of the lawns on the graves and other lawn areas within the cemeteries at reasonable intervals and the general maintenance of the cemeteries including building, roads, fences, etc., in so far as the net income derived from the Endowment Care fund will permit.
6. Interment means the (a) burial, (b) entombment, or (c) inurnment of human remains. Interment is used as a generic term to embrace all forms of disposition of human remains in cemeteries.
  - a) Burial means the disposition of human remains by earthly burial in a grave.
  - b) Entombment means the placement of human remains in a crypt.
  - c) Inurnment means the placement of cremated remains in an urn in a grave, crypt or niche.
7. Right of Interment means the right to inter the remains of one human being in the Cemetery subject to the rules and regulations in effect for the governance of the Cemetery (This term is interchangeable with “Right of Sepulture”.)
8. Deed means the document by which the Cemetery Authority conveys the right of interment (This term is interchangeable with “Certificate of Ownership”.)
9. Grave means a piece of land in a Cemetery used or intended to be used for the burial of the human remains of one person.
10. Space means a grave, crypt or niche.
11. Plot means a group of two or more adjoining graves, crypts or niches.
12. Lot means four adjoining graves as indicated on the Association’s overall plot maps.
13. Crypt means a space of sufficient size in a preconstructed concrete or granite building used or intended to be used for the entombment of human remains of one person. By the definition, crypt is one kind of space. The types of crypts are:
  - a) Mausoleum Crypt – a structure in which all crypts front on hallways or corridors, which are totally enclosed from outside elements.
  - b) Garden Crypts – a structure in which all crypts on walkways are not enclosed but exposed to the outside elements.
14. Niche means a space in a columbarium, mausoleum or other structure, used or intended to be used for the inurnment of the cremated remains of one person. By this definition, niche is one kind of a space.
15. Memorial means the item or structure used to indicate or mark the place where an interment has or will be made, or serving to preserve remembrance or commemorate a family or an individual and includes such terms as monument, marker, tombstone, shutter, headstone, niche plate or cenotaph.
16. “Association”, “The Association”, and “This Association” are herein used interchangeable, and mean Richland Cemetery Association, Whose principle offices are located at Sunset Memorial Gardens, 915 By-Pass Highway, Richland Washington.
17. “Directors” or “Trustees” means the board of directors, board of trustees or other governing body of the Richland Cemetery Association.
18. Owner means the person or persons:
  - a) To whom the Cemetery Authorities has conveyed a deed; or
  - b) Who have acquired such rights by transfer in accordance with these Rules and Regulations; or
  - c) Who hold such rights by inheritance.

## General Supervision of Cemeteries

1. Admission to Cemeteries: The Cemetery grounds are private, and the right is reserved by the Association to refuse admission to any one not an owner, and to refuse the use of any of the Cemetery facilities at any time to any person or persons whom the management may deem objectionable to the best interests of the Cemeteries.
2. Conduct of Persons within the Cemeteries: Persons within the Cemetery grounds shall use only the avenues, walks, alleys and roads which have been surfaced for travel thereon. Owners may walk on grass to reach their spaces. Loud talking and distractive activities are prohibited. Receptacles for litter are provided at convenient locations; therefor littering on drives, paths or any grounds or in any buildings is prohibited. Without the permission of the Management, it is forbidden to pluck any flower, break any branch or remove any tree or plant. Nor shall anyone write upon, deface or damage any memorial, fence or other structure within the cemetery.
3. Vehicles: Automobiles shall not be driven through the grounds at a greater speed than fifteen miles per hour and must always be kept on the right hand side of the Cemetery roadway. Automobiles are not permitted to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at a funeral.
4. Peddling or Soliciting: Peddling of flowers or plants or soliciting the sale of any commodity is not permitted within the confines of the Cemeteries. No signs or notices or advertisements of any kind shall be allowed in the Cemeteries, unless placed by the Association.
5. Hours, Grounds and Office: The Cemetery grounds, office and buildings shall be open at such times as the officers of the Richland Cemetery Association. Inc. of Richland shall from time to time designate. The usual office hours are from 8:30 A.M. to 5:00 P.M. except weekends and holidays.
6. Animals: Dogs or other animals will not be allowed to run at large in the Cemeteries but must be kept on a leash or preferably kept inside the owner's automobile. Solid excrement resulting from any animal shall be removed from the Cemetery by the animals' owner immediately.
7. Enforce Rules: The manager is hereby empowered to enforce all rules and regulations, and to exclude from these Cemeteries any person violating the same. The manager shall have charge of the grounds and buildings, and at all times, shall have supervision and control of all persons in the Cemeteries, including the conduct of funerals, traffic, employees, owners and visitors.
8. Police Authority: Within the Cemeteries and within such radius as may be necessary to protect them the Manager and such other persons as the Cemetery Authority Designates are in charge of the Cemeteries and have the authority of a police officer for the purpose of maintaining order, enforcing the rules and regulation of the Cemetery Association, the laws of the state, and the ordinances of the city or county.
9. Recording: Recording of spaces and burials: Complete records of all owners and interments will be kept at the Cemetery office. No person will be recognized as owner or part owner of the space unless their name appears upon the records of the Association as such.

10. Endowment Care: The Association declares that they have created Endowment Care Funds in accord with the “General Cemetery Act” of the State of Washington to be operated for the mutual benefit of the owners contributing to the Funds.
- a) Endowment Care of Mausoleums: Whenever and wherever the term “endowment care” is used in reference to the mausoleums, it shall be held to mean the cleaning and sweeping of the buildings at reasonable intervals, the replacement of broken glass, the keeping of the roof in repair, meaning and intending only the repairs necessitated by wear.
  - b) Endowment Care of Memorial Foundations: Fifty percent of the Marker Maintenance fee charges on all new memorials installed in the Cemeteries shall be placed in the Endowment Care Funds, the purpose of which shall be to provide future income for the repair or replacement of them. Memorial foundation repairs, replacements and the frequency of care shall be determined by the Manager.
  - c) Endowment Care Exceptions: The term “endowment care” shall in no case be construed to mean the cleaning, maintenance, repair or replacement of any memorials placed or erected upon plots, nor the planting of flowers or ornamental plants; nor the maintenance or doing of any special or unusual work in the Cemetery or in the Mausoleums; nor does it include the reconstruction of any marble, granite, bronze, or concrete work on any section or space, or any portion or portions thereon in the Cemeteries or Mausoleums 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 by the order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided. The Association shall not be prevented from using income from the endowment care funds for the above purposes if, in their judgment, it may become advisable to do so.
  - d) Investment of Endowment Care Funds: The funds received for endowment care shall be held in trust and invested as provided in the agreements between the Association and the Trustees, in accord with the “General Cemetery Act” of the State of Washington.
  - e) Expenditure Limited to Income; Endowment care, whether applied to graves, crypts or to any space within the confines of the Cemeteries, shall be limited absolutely to the net income received from the investment of the endowment care funds, no part of the principal being expended, anything herein to the contrary notwithstanding.
  - f) Trustees to Direct Expenditures: The income from the endowment care funds shall be expended by the Board of Trustees in such a manner as will, in its judgment, be most advantageous to the property owners as a whole, and in accordance with the purpose and provisions of the laws of the State of Washington applicable to the expenditure of such funds. The Board of Directors is hereby given the full power and authority to determine for what purpose and in what manner the income from said funds 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 or any portion of the Cemetery grounds and Mausoleums and it may also expend said income for

attorney's fees and other costs necessary to the preservation of the legal rights of the Association.

11. Property Rights of Owners: Owners rights are set forth in the "General Cemetery Act" of the State of Washington, a copy of which is on file at the Association office.
12. Transfer or Assignments:
  - a) Consent of Association: No transfer or assignment of any space, or interest therein, shall be valid without the consent in writing of the Association first to be had and endorsed upon such a transfer or assignment, and thereafter being recorded on the books of the Association.
  - b) Indebtedness: The Association may refuse to consent to a transfer or to an assignment so long as there is any indebtedness due the Association from the record owner or from anyone else in connection with the interment in, or purchase of, the space.
  - c) Transfer Charges: All transfer of ownership in spaces shall be subject to a charge which charge must be paid to the Association when the transfer is recorded.
13. Evidence of Ownership: The possession of a deed is not sufficient evidence of the transfer of a space from the original owners, and no sale, transfer or assignment of any space or interest therein shall be valid without the consent in writing of the Association indorsed upon each transfer or assignment. A charge for approval of a transfer and its record on the books of the Association will be made. A new deed may be issued to replace a deed that has been lost or destroyed. This transaction is subjected to a charge.
14. Protection Against Loss: Use of guards and non-responsibility. The Association takes reasonable precautions to protect plot owners and the property rights of owners within the cemetery from loss or damage. It shall have the right to maintain guards if in its discretion it deems it necessary but is under no legal obligation to do so.

Whether or not guards are used the Association distinctly disclaims all responsibility for loss or damages from causes beyond its reasonable control, and especially from damages by the elements, an act of God, a 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.
15. Change in Address of Owners: It shall be the duty of the owner to notify the Association of any change in his post office address. Notice sent to an owner at the last address on file in the office of the records of the Association shall be considered sufficient legal notification.
16. Interments and Disinterments:
  - a) Subject to Laws: Besides being subject to these rules and regulations all interments and disinterments are made subject to the orders and laws of the properly constituted authorities of Benton County and Washington State.
  - b) Payment for Interment or Disinterments: No Interment or disinterment shall be permitted in any space until arrangements for payment have been made in the Cemetery Offices.
  - c) Holidays: No interments or removals shall be made on any of the following holidays: News Years Day, Washington Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day except where

circumstances are such as to place an added burden on the family if permission was denied.

- d) Notice; The right is reserved by the Association to insist upon at least twenty-four hours notice prior to any interment, and to at least one week's notice prior to any disinterment and removal.
- e) Application for Interment: The Association reserves the right to refuse interment in any space, and to refuse to open any burial space for any purpose, except on written application by the owners of record made out on forms provided by the Association and duly filed in person at the office of the Association.
- f) Outer Burial Container: Every earth interment shall be enclosed in a concrete grave box, concrete vault or other unit of suitable material approved by the Authority.
  - i) The installation of these outer containers shall be preformed by the Cemetery personnel or an approved supplier with suitable equipment and ability to perform. All suppliers' installation will be under the direction of the Cemetery grounds foreman.
  - ii) Any type outer container not previously used by the Association must be approved by the Cemetery Authority 30 days before use.
  - iii) Written request for approval of a new type outer container must be submitted 30 days before use and accompanied by general information and specifications of the unit. This material will be reviewed by the Cemetery Authority and test service facilities recommended although any recognized testing authority may be used. The results of the test must be transmitted to the Cemetery Authority and approved prior to installation of any outer container for interment purpose.
- g) Authorization of One Owner Sufficient: The Association reserves the right to make an interment of any member of the immediate family upon written authority of any one of several owners. No other person may be interred in any space without the written consent of all owners of the space who are recorded as such on the books of the Association.
- h) Location of Interment Space: When instructions regarding the location of an interment space cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the manager may, in his discretion, open it in such location in the spaces he deems best and proper, so as not to delay the funeral; and the Association shall not be liable in damages for any errors so made.
- i) Interment Orders Given By Telephone: The Association shall not honor any order for interment given by phone. If it is physically impossible for the owner to come to the Association's office or for the Association's counselor to come to the owner because of distance, the Association will dictate by telephone the format of its application for the notarized signature of the plot owner. This complete application must be received by the Association at least twenty-four (24) hours prior to interment. If the above procedure is used the Association shall not be held responsible for any mistake occurring from the want of precise and proper written instructions as to the particular space, size, and location in a plot where interment is desired.

- j) Errors May Be Corrected: The Association reserves, and shall have, the right to correct errors that may be made by it either in making interments, or disinterments, or in the description, transfer or conveyance of any property, either by cancelling such conveyance and substituting and conveying in lieu thereof other reasonable equivalent interment property as may be selected by the Association, or, in the sole discretion of the Association, by refunding the amount of money paid on account of said purchase. In the event the error shall involve the interment of the remains of any person in such property, the Association reserves, and shall also have the right to correct improper inscription errors, including an incorrect name or date, either on the memorial or on the container for cremated remains. The Association shall not be liable for damages to any person for any such inadvertent error committed by it.
- k) Delays in Interments Caused by Protests: The Association shall be under no obligation to recognize any protest of interments unless the protest is in writing and filed in the office of the association. The Association shall not be liable for any delay in the interment of a body that is the direct result of a “protest to interment”.
- l) Not Responsible for Identity: The Association shall not be liable for the interment permit nor for the identity of the person sought to be interred.
- m) No Interment Unless Property Paid For: No interment shall be permitted or memorial placed in or on property not fully paid for except by special consent of the Association in writing in each and every case, and, in the event such consent is given, any and all interments or memorials placed in or on said property shall be considered to be temporary. A signed service agreement shall be considered as payment, but no right shall be acquired by the purchaser by interment or interments until the price of said property, including contribution to the endowment care fund, is fully paid for in cash, including principal and interest. In case the purchaser of said property shall fail to meet all payments within the agreed upon time after the same are due, then the Association may reenter said property and hold the same as of its former estate. The Association thereupon shall be released from all obligations thereunder, and it may retain such payments as may have been made toward the purchase of such property as liquidated damages. The Association reserves the right, and shall have the right immediately or at any time thereafter, without notice, at its discretion, to remove to an alternative space, to be chosen by the Association, each of the remains then interred in said property. The Association further shall have the right to remove any memorial that may have been placed on said property.
- n) Interment of More Than One Body: Not more than one body, or the cremated remains of more than one body, shall be interred in one grave, crypt or inurnment space, except by written consent of the Association, and provided proper identification is made on such interment or interments on permanent regulation markers, crypt plates or inurnment location plates.
- o) Interment for Members of Any Race or Creed: The Association reserves the right to inter the body or cremated remains of any body so long as it is a human being, in any space in the Cemetery. This Association shall not discriminate against any person on the basis of race, color or creed.

- p) Manager in Charge of Funerals: All funerals, on entering the Cemetery shall be under the charge of the Manager or his assistants.
  - q) Caskets Not To Be Disturbed: Once a casket containing a body is within the confines of the Cemetery, the Association reserves the right to refuse permission to the funeral director, or his embalmer, assistant, employee or agent, to open the casket or to touch the body without the consent of the legal representative of the deceased, or without a court order.
  - r) Operating Hours: The Cemeteries will be open for interments Monday through Friday, 8:00 A.M. to 4:00 P.M., and other days by special arrangement. Under normal circumstances there will be no interments on Sunday and legal Holidays set by law.
  - s) Funerals Not Approved: The Cemetery Authority reserves the right to approve and/or restrict any ceremonial act that it determines may be embarrassing to the Cemetery, a public nuisance, or which otherwise constitutes undignified demeanor in the judgment of the Cemetery Authority.
17. Removals:
- a) Removal for Profit Prohibited: Removal, by the heirs, of a body or cremated remains of a body so that the space may be sold for profit to themselves, or removal contrary to the expressed or implied wish of the original owner, is not in the public interest and is not permitted.
  - b) Care in Removal: The Association shall exercise the utmost care in making a removal, but it shall assume no liability for damage to any casket or burial case incurred in making a removal.
18. Service Charges and Past Due Indebtedness:
- a) Payment of Services Charges: The charges for Cemetery services should be paid at the time of the issuance of the order of interment or disinterment and removal.
  - b) Department of Social and Health Services Reimbursements: The Association will accept as a method of payment funds from the D.S.H.S. for the burial of individuals qualifying. The Association will provide those items of merchandise and service as established by the Department in Resthaven Cemetery, Block II. This location restriction is not applicable when the deceased has purchased a space from the Association prior to death.
  - c) Past Due Indebtedness: Arrangements for the payment of any and all such indebtedness due the Association are to be made before interment will be permitted in any space. Any past due indebtedness for burial charges covering an interment in a space or for a memorial foundation and maintenance or for any service of supplies due to the association shall constitute a lien in favor of the Association against any unused space.
19. Control of Work In The Cemeteries:
- a) Work To Be Done By Association: All grading, landscape work and improvements of any kind, and all care of plots, memorials and settings shall be done by the Association, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut or removed only by the Association.
  - b) Manager 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 Manager; and should

they be made without his written consent, or, in any event, if, in his judgment, they become unsightly he shall have the right to remove, alter or change such improvements or alterations at the expense of the owner.

- c) Right to Replat: The right to enlarge, reduce, replat or change the boundaries or grading of the Cemetery, including the right to modify, or change the location of or move roads, drives, or walks, or any part thereof, is hereby reserved by the Cemetery Authority. The right to install, maintain and operate, or alter, or change pipelines or gutters for sprinkler systems, drainage, lakes, etc., is also expressly reserved by the Cemetery Authority, as well as the rights of the Cemetery property not sold to individual owners for cemetery purpose, including interment of human remains. The Cemetery Authority reserves to itself and to those lawfully entitled thereto a perpetual right to ingress and egress over spaces for the purpose of passing to and from other spaces.
  - d) Loss or Damage: The Cemetery Authority will take all reasonable precautions to protect owners and their property rights within the Cemetery from loss or damage beyond its reasonable control, including, but not limited to, damage caused by the elements, an act of God, common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, air raids or order of any military or civil authority, whether the damage be direct or collateral.
  - e) Trespasses: Only the owner and his/her relatives shall be permitted on the Cemetery space(s). Any other person shall be considered as a trespasser and the Cemetery Authority shall have no duty to the trespasser to keep the property or the memorial on the property in reasonable safe condition or to warn the trespasser of any defects.
  - f) No Easement Granted: No easement or right of interment is granted to any owner in any road, drive, alley or walkway in the Cemetery, but all owners are granted a revocable license to use such road, drive, alley or walk within the Cemetery as a means of access to the Cemetery or buildings as long as the Cemetery Authority permits such use.
20. Decoration of Spaces:
- a) Floral Regulations: No planting is permitted on spaces. Plants donated in the memory of someone must be given to the Manager and he will locate it in a planned area providing it is suitable.
  - b) Memorial on Each Space: Each space must have a minimum memorial and must be of materials of approved size, design and quality. No memorial will be set until it meets with the standards set by the Association and until the costs of setting and immediate and future care have been paid. (See Policy Rules and regulations for Placement of Memorials.)
  - c) Association Rights and Authority: The Association 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 judgement of the Manager, they become unsightly, dangerous, detrimental or when they do not conform to the standards maintained. The Association 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 Association shall

- not be liable for lost, misplaced or broken floral vases. The Association shall not be responsible for frozen plants, or herbage of any kind or for flowers damaged by the elements, thieves, vandals or other causes beyond its control. The Association reserves the right to regulate the method of decorating spaces so that a uniform beauty may be maintained. The Association reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs or plants, or herbage of any kind.
- d) Trimming and Pruning: No person shall trim or prune or remove any part of any tree, shrub or flower in the Cemetery whether on his space or not. On request the Manager will direct any pruning needed. Trimming of shrubs placed in planned areas at the request of an owner will only be done upon payment of a reasonable charge if it is in addition to the general care maintained.
  - e) Certain Ornaments Prohibited: The placing of boxes, tubs, shells, toys, metal designs, ornaments, battery-controlled lights, solar lights, chairs, settees, vases, glass jars, tins or iron or earthenware jars or jugs, or similar articles, upon spaces or markers shall not be permitted and if so placed, the Association shall have the right to remove the same.
  - f) Crypt and Niche Embellishments: All fittings, adornments, plates and inscriptions and or arrangements on crypt or niche fronts shall be and are hereby declared to be, subject to the approval and control of, and acceptance or rejection by the Association. Artificial and silk flowers are permitted when placed in a vase meeting Association Policy (see Rules and Regulations Placement of Memorials). Flower baskets, flower vases, statuary or potted plants may not stand on the floor of the Mausoleum except for a funeral service and must be placed on a mat to protect the floor from stains.
21. Flower Regulations: The Association encourages the use of floral tributes on the spaces. The beauty and continuity of the cemetery depends on the cooperative efforts of all owners and friends. Therefore, some regulation of grave decorations must be adhered to. Following are specific rules covering this subject:
- a) Fresh cut flowers set in a permanently set vase are permitted at all times, and will be removed when they become unsightly.
  - b) Artificial flowers made of polydthelene or silk, that are placed in a permanently set vase will be permitted only during specific periods each year, October 1st through April 1st but will be removed when they become unsightly.
    - 1) When high winds prevail, artificial flowers blown out of flower receptacles are taken to the shop area for storage, as it is impossible to return them to the proper receptacle with guaranteed accuracy.
    - 2) Rocks, wire, coat hangers and glass may not be used to secure flowers, as they are detrimental to the safety of the employees and harmful to the equipment.
  - c) Exceptions to these rules prevail on Easter, Mother's Day, Memorial Day and Father's Day – on these days additional decorations can be placed in the cemetery: however, anything that does not conform to 1 or 2 above will be taken to the Storage Area on the morning of the third day following the holiday, or the first scheduled mowing which ever occurs first.
  - d) Planting flowers or digging up the turf on graves is forbidden.

Storage Area – The storage area is where all valuable floral tributes removed by cemetery employees are placed. It is located in the shop area at the south end of Sunset Memorial Gardens and in the northeast corner of Resthaven Cemetery. If your floral tribute is missing, seek out an employee for assistance. Floral tributes taken to the storage area will be kept for a period ninety days.

22. Construction Reserved to Association

The Association reserves to itself for its own benefit with full power to assign the same or any portion thereof the right at any time to construct, maintain and operate within the cemetery any permanent and temporary structures incidental to the preparation and disposal of human remains.

23. Miscellaneous

a) Change of Address: It is the duty of an owner to notify the Cemetery Authority in writing of any change of post office address. Notice sent to an owner at the last address on record in the Cemetery Office shall be sufficient and proper notification.

b) Agreement: The instrument of conveyance and Rules and Regulations and any amendments thereto, constitute the sole agreement between the Cemetery Authority and the space owner. The statement of any employee or agent, unless confirmed in writing by the Cemetery Authority, shall in no way bind the Cemetery Authority.

c) Avenue of Flags: It is the intent of the Richland Cemetery Association to provide to the families of any deceased Veteran a proper setting for the displaying of flags given the families by the United States Government, therein honoring the individual represented.

Donations are solicited to help cover the initial cost of installation, annual presentation and storage.

The Flags will be flown once a year on Memorial Day, weather permitting, in unison and in alphabetical order.

The cemetery will handle and store the entrusted flags in a manner most becoming their importance, not only as our Nation's flag, but also as something most meaningful to the family. The Association will not be responsible for the replacement for the replacement of the flags should they become unfit to present due to normal wear, or acts beyond its control.

The Association will also have the right to use the names of the persons that the flags represent in their normal public relations using a public media (newspaper). Any person so desiring to withhold their name from publication may do so by written request to the Richland Cemetery Association.

## Policy – Placement of Memorials

Subject: Rules and regulations for the placement of Memorials in Sunset Memorial Gardens and Resthaven Cemetery.

### 1. General Policy

It is the intent of the Richland Cemetery Association, Inc. to adhere closely to established standards concerning the placement, inspection and inscription and materials of all memorials used in any of its properties. This is necessary to ensure a high level of quality and appearance. Control is essential to protect the investment of each of our owners. Permission to make exceptions, or where prior approval is required, may be granted only by the Board of Trustees.

Memorials will be placed only in those locations designated on the applicable plot map and as determined by the Richland Cemetery Association with only one memorial allowed per space, including companion memorials that cover more than one space. One granite vase block 12” by 12” by 3” shall be allowed in addition to a single memorial subject to the rules and regulations of the cemetery.

All markers shall face in the direction that has been established in the section that they are installed. All markers must be placed at the head of the grave with the upper edge in line and even with the upper edge of the grave. The sides of the marker shall be equal distance from the sides of the Grave(s). The marker must be placed with the highest point on the face even with ground level.

### 2. Memorial Setting Application Procedures

- a. All memorials purchased through the Richland Cemetery Association shall be written up on their standard Service Agreement.
- b. All memorials furnished by outside monument dealers, or the government will utilize the Association’s outside memorial order form and all charges will be prepaid.

This form, containing a written request for memorial setting, must be submitted to the Association’s office in advance of the delivery of the memorial. The form must be filled out and must have the signature of the space owner or next of kin when the owner is deceased.

If the memorial is unusual in any respect, a detailed design or sketch, showing exact measurements, must be submitted describing the variance requested. Written permission from the Association must be obtained before such a memorial can be placed.

- c. When a person has elected to perform the setting function themselves, they will utilize the Association’s Request to Install Memorial form. The form must be completely filled out including a requested date and time of installation (in no case less than two days following presentation of the completed application to the Association). The form must have the

signature of the owner or next of kin when the owner is deceased and all recording fees, layout, inspection fees and maintenance charges must be arranged and paid for in advance.

No installer who owes for correction work will be allowed further installation rights.

3. Marker and Monuments Sizes and specifications

a. Flush Memorials

Granite or bronze lawn markers may be used depending on location of grave(s). The following sizes are permitted. No deviation by more than ½ inch in any dimension will be permitted.

<u>Single Inscription</u>		<u>Multiple Inscription</u>	
12 X 5	(B, 2, 5)	24 X 12	(B, G, 4, 5)
12 X 7	(B, 3)	24 X 13	(B, 4, 5)
16 X 8	(G, 5)	24 X 14	(B, 4, 5)
24 X 12	(B, G, 1, 5)	28 X 16	(G, 4, 5)
24 X 13	(B, 5)	32 X 20	(G, 4, 5, 6)
24 X 14	(B, 5)	36 X 12	(B, G, 5, 7)
28 X 16	(G, 5, 6)	36 X 13	(B, 5, 7)
32 X 20	(G, 5, 6)	36 X 14	(G, 5, 7)
		36 X 18	(G, 5, 6, 7)
		44 X 13	(B, 5, 7)
		44 X 14	(B, 5, 7)
		56 X 16	(B, 5, 7)

Notes:

B. – Bronze

G. – Granite

1. – Veterans Memorial Garden – Government issue or matching, Bronze only
2. – Infant Sections – Bronze only
3. – Urn Garden, Love and Rest, Bronze only
4. – Single lot multiple burial (2)
5. – Adult lots – Veterans Memorial Garden excluded
6. – No concrete foundation or trimming margin required
7. – Double marker for two adjoining spaces

b. Monuments

Upright memorials must be of granite and are permitted only in Resthaven Cemetery, Blocks I, III and IV

The size, proportions and designs of all monuments in Resthaven Cemetery must be approved by the Association.

4. Foundations

Richland Cemetery Association reserves the right to do all foundation and collaring work or to supervise, inspect and approve installation work done by others with the standards established by this policy statement (Also see Section 8).

a. Lawn Memorials

Lawn memorials must be set flush with the contour of the lawn area in which they are placed. Unless specified otherwise, in Section 3-A, all lawn memorials shall be installed with a concrete foundation having a minimum thickness of four inches and having a length and width that will produce a three and one-half inch collar around the perimeter of the memorial.

Bronze may be attached to a pre-cast concrete foundation with bronze hardware providing the foundation allows the memorial to be recessed into it a minimum of one-fourth inch.

b. Upright Monuments

Foundations for upright monuments will be thirty inches deep for the full size of the base and will allow sufficient protrusion to allow proper collaring of three and one-half inches.

c. Concrete Work

All concrete mix shall develop the following minimum strengths: 2,000 lbs. at seven days; 3,000 lbs. at 28 days. Minimum cement factor shall be 5.0 sacks per cubic yard.

The outside edge of the concrete trimming collar shall be relieved to an approximate ½ inch radius rounded edge. All exposed concrete shall given a hard steel trowel finish.

5. Inscriptions and Lettering

- a. All lettering and design work must be cut or tooled into the granite.
- b. Lettering and design work on bronze must be an integral part of the marker or in the case of a companionate memorial a second scroll may be added if the memorial was originally designed to accept it.

6. Upright Monuments

Upright monuments may be placed only were specifically authorized.

7. Specific Restrictions

- a. Memorials will be permitted on unpaid property only with prior permission of the Association.
- b. Memorials not conforming to these standards will be removed at the expense of the owner or memorial purchaser.
- c. Where multiple interments or inurnments are made in an interment space a 24 X 12 memorial is accepted as the minimum size for a double inscription memorial.

8. Procedure When Installation Is By Others

- a. The installer of memorials will not install any memorial that is not in accordance with the published specification, guidelines and instructions

provided by the Association for quality and design of memorials, and quality and method of installing memorials. If the installer of a memorial should install a memorial that is not in accordance with the published specification, guidelines and instructions provided by the Association, then the installer must remove the memorial, at the installers expense and shall pay any reasonable expenses incurred by the Association in connection with the removal.

- b. If the installing person is a monument dealer or agent of a monument dealer, he shall provide evidence of adequate workmen's compensation insurance in accordance with Washington State or other applicable laws. All installers must agree to be responsible for damages to cemetery or other owner's property and to indemnify the Association against claims resulting from their installation.
- c. Within two full working days of the application, provided for in Section 2-C of this policy, the Superintendent will inspect the proposed memorial site and either confirm the installation date and time or where that is impossible either because of weather, conditions of the turf, interment schedules or other sufficient reason, will by mutual agreement with the installer, establish an alternate date and time. If the installation is not complete by the agreed upon date and time, it shall be the responsibility of the installer to reapply. Under no circumstances will installation work be conducted while an interment or religious service is being conducted nearby.
- d. It shall be the responsibility of the Association's Superintendent to locate and mark the four corners of the memorial in accordance with the dimensions given by the installer.
- e. It is the responsibility of the installer to remove all material, forms, earth, extra sod, etc. and to leave the area surrounding the work in its original condition. Removed material may not be disposed of on cemetery grounds. No installer shall drive vehicles of any size on any cemetery lawns or walkway without having each time obtained prior permission from the Association's Superintendent. All flush memorials will be installed so as to follow the natural contour of the land. Any memorial, which extends inappropriately above the turf level, will be considered to have been incorrectly installed.
- f. Upon the completion of the installation, the installer shall inform the Superintendent.
- g. The Association shall then have three working days to inspect the installation. If deviations from the standards of this policy and/or poor workmanship are discovered, the Association shall notify the installer by mail, at the address shown on the application to install. Should the deviation not be corrected within thirty days of the notification the Association shall notify the lot owner at the last recorded address on its records. Ten working days following that notification the Association shall perform whatever corrective work it deems necessary and the charges shall be billed to the installer and/or the owner or next of kin or purchaser of the

memorial. The time limits shall not apply if the deviation is considered to be a hazard to employees, the public or cemetery equipment.

- h. If a memorial should sink, tilt, become misaligned or should the trimming collar check or crack, within twelve months and the Association believes this is due to faulty installation, the Association shall notify the installer in writing so that the installer can correct it. If corrective action is not taken within thirty days the Association shall take such action as it deems necessary at the installers and/or owners expense.



# RULES & POLICIES

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## Desert Lawn Memorial Park Cemetery Decoration Policy

### CEMETERY GROUNDS (ALL SECTIONS)

- Floral arrangements accompanying the casket or urn at the time of burial will be placed on the completed grave (except those in breakable containers). They will be removed when they become unsightly or when it becomes necessary to facilitate cemetery operation such as mowing, after about a week.
- Flowers and containers: Fresh cut flowers may be placed in an approved vase on the gravesite at any time. Flowers must be in an approved or an unbreakable container no larger than the marker. Containers are to be placed on the marker not in the grass. Under no circumstance will items be tied, wired, glued, or otherwise attached to the marker. Permanent flower containers other than approved vases are not permitted and will be removed.
- Artificial flowers: Artificial flowers will be permitted in authorized vases on the gravesite at any time. Memorial Day and other summer holiday (Mothers and Fathers days, 4th of July, Veterans Day) decorations will be left out one week

before and one week after the holiday.

- Christmas decorations, wreaths, grave blankets (no larger than three feet by five feet) etc., are permitted from Thanksgiving through February 1. Artificial decorations removed from the gravesites will be discarded 30 days after the pickup date.
- Potted plants: Live potted plants will be permitted on the gravesite, provided they are placed on the marker not in the grass. Maintenance of potted plants belongs to the family or friend who placed such item on the gravesite. It is recommended that the family remove potted plants as soon as possible to minimize damage to the marker.
- Unauthorized decorations: The following items are not permitted on the gravesite: Statues, permanent plantings, rocks, candles, breakable items (i.e., glass/ceramic vases), toys, stuffed animals, shepherd's hooks or similar devices, other similar commemorative items, or items deemed inappropriate by the management.
- Endowment care: Guidelines provided for grounds maintenance, cutting the grass and trimming around the markers and all areas of cemetery on a timely basis. This includes the removal and disposal of unauthorized grave decorations and artificial arrangements (except during periods specified above). Fresh cut floral arrangements can be removed from the gravesite and disposed of by cemetery personnel when they become withered, faded, or otherwise unsightly. Any decorations or floral items that have been displaced from the gravesites, due to wind or other factors out of cemetery control, will be removed from the grounds, held for 30 days and disposed of by cemetery personnel.

## RULES & POLICIES

### MAUSOLEUM AND NICHES

- All crypt and niche lettering will be installed by cemetery personnel to insure uniformity. On crypts and niches where vases and emblems are allowed only cemetery approved vases and emblems are permitted.
- Fresh cut flowers and holiday arrangements are permitted but will be removed when withered and or after the holiday.

- Floral arrangements (not in breakable containers) accompanying the casket or urn will be left for one week after the entombment or inurnment.
- No permanent pots, planters, plant stands or vases are allowed on the floor of the mausoleum as they can create hazardous situations for the public.
- Unauthorized decorations: The following items are not permitted in the mausoleum or niche areas: Statues, permanent plantings, candles, breakable items (i.e., glass/ceramic vases), balloons, toys, stuffed animals, other similar commemorative items or items deemed to be inappropriate by the management. Use of double stick tape or glues to attach items to the crypt or niche fronts is prohibited as they can permanently damage the shutters.

# RULES & POLICIES

Here for you, always.

**Irrigation equipment should not be changed. If sprinklers are not working correctly at your site, please let a grounds keeper or the office know so it can be corrected as soon as possible.**

**RULES AND REGULATIONS ([HTTPS://S3.AMAZONAWS.COM/FH-CONTENT/RELEASE/CONTENT/MEDIA/MUELLERSFUNERALHOMESSRS/RULES%20DLMP.PDF](https://s3.amazonaws.com/fh-content/release/content/media/muellersfuneralhomessrs/rules%20dlmp.pdf))**

Mueller's Tri-Cities Funeral Home  
 Phone: (509) 783-9532 (tel:5097839532)  
 1401 S. Union St., Kennewick, WA 99338

Mueller's Greenlee Funeral Home  
 Phone: (509) 547-3316 (tel: 5095473316)  
 1608 West Court St., Pasco, WA 99301

Desert Lawn Memorial Park  
 Phone: (509) 783-3181 (tel: 5097833181)  
 1401 S. Union St., Kennewick, WA 99338

Riverview Heights Cemetery  
Phone: (509) 586-2689 (tel: 5095862689)  
1200 S. Olympia St., Kennewick, WA 99337

Mueller's Paws to Remember Pet Cremation Service  
Phone: (509) 627-7297 (PAWS) (tel:5096277297)  
1401 S Union St Kennewick, WA 99338

# RULES &

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# POLICIES

[Privacy Policy](#) & [Terms of Use](#) | [Accessibility](#)

Here for you, always.

Dear Cle Elum Public Works and Community Development Committee

I have multiple graves I maintain at the Cle Elum Cemetery. (More than 10)

If your proposal to ban artificial flowers were to pass, it would put a great financial burden on me to maintain flowers on each of those grave sites year round.

Yes I go year round!!

I tried real flowers originally but could not keep up with purchasing them as the elk ate them or they naturally died in a very short amount of time.

Real flowers are very costly now a days and I would need to buy new ones every 3-5 days unless the elk get them sooner.

I placed mums one year and that night the elk ate the tops off every single one of them leaving me stumps. That was a large financial purchase to only last half a day. When I started using silk flowers I took great care to make sure they were secure in their vase and that the vase was secure from tipping over or moving around in any way.

I refresh any silk flowers that start to fade or look bad.

I do this in order to always show my respect for my deceased loved ones.

I show that respect every day all year by being able to use silk flowers. I could not do that if I were forced to only use real flowers.

You use the reasoning of some of the flowers blowing into the grass and getting in the mower making a bigger mess.

Will that ban also include the smaller American flags I see blowing around the grass as well?? Where will these bans stop?

One of the resolution solutions was to monthly remove everything "improper" or "dead"

It would take less man hours to simply pick up loose flowers, flags, or other items while walking the cemetery to changing water, or to pick up loose flowers, flags or other items while weed eating. I carry a grocery bag on my belt for any loose items I come across when mowing or weed eating at home. (Just a suggestion)

I do my part maintaining around the headstones I care for and since I know a very large number of the people buried there, I also make sure if they have flowers damaged or blowing around I correct that.

If it's for someone I know the family for and their real flowers are dead I will contact them for permission to dispose of them.

Most all of these people are loved ones who spent their lives picking up after us or helping us so it's the least we can do for them.

The financial burden you would put on individuals to be able to show respect to their loved ones would be very very large.  
If artificial flowers are no longer allowed I will no longer be able to keep flowers on the graves I maintain (which is more than 10)  
I'm only 1 person. Times that by the number of people that would be priced out of flowers on their loved ones graves and you will have a very dull cemetery that will look like no one cares for their loved ones.  
That would be the most sad scenario I can think of!! Disrespectful as well.

I am totally against banning artificial flowers as that is all some people can afford in order to maintain flowers for their loved ones.  
The cost of burial itself is very financially straining for some and then to tell them they can't show their respect to their loved ones because they can't afford to buy real flowers, is so very sad and very Un-thoughtful for those that have loved ones there and all for the sake of not having to pick up a loose flower, flag, or other item, while watering or weed eating or occasionally having to stop the mower.... Sad!!  
The man hours that would be required to eliminate it all monthly would be way more costly, than picking up as you water or weed eat.

Please do not price me out of being able to continue to show my love and respect to the loved ones I have in that cemetery.  
It would break my heart as well as many other peoples hearts.

Ask yourselves, would you rather see a colorful silk flower, an American flag, or other memorial items or would you rather see dead flowers on head stones, or bare unloved headstones??

There are some things in life that are just worth a little extra care and I truly believe our deceased loved ones are worth and deserve that extra care. If we can't bend over and pick up a loose flower, flag, or other item, for people who gave their lives to us, what have we become????

Rebecca Hackett  
PO Box 691  
Cle Elum Wa 98922

From: Darcie Correa <[darciecorrea@gmail.com](mailto:darciecorrea@gmail.com)>  
Sent: Wednesday, March 5, 2025 9:04 AM  
To: Planning <[planning@cleelum.gov](mailto:planning@cleelum.gov)>  
Subject: Flowers in the Cemetery.

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

To whom it may concern, There are 6 generations of my family here in Upper County. 3 are in the cemetery. I promised my late grandmother I would continue to take care of them. 40 years later, I still am. I understand progress, but some traditions need to stay. That's what makes Cle Elum special. Our cemetery is beautiful not because of stone and grass, it's the color of the flowers. You turn in and you see love. You see respect. Generations of love. When you mow your own lawn, you pick up the yard first before mowing. It's called a cemetery caretaker, not a cemetery mower. Why does the city want to get in between our religion and values? Because someone might have to get off of the mower? That's all it comes down too. Real flowers are too expensive and come in glass containers. I think all glass should be outlawed if anything. I'm asking the council to not get in between our religion. Thanks you. Darcie (Gaidos) Correa Sent from my iPhone

## Debbie Lee

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**From:** Elaine Rustvold <elainerustvold@yahoo.com>  
**Sent:** Monday, March 31, 2025 8:26 PM  
**To:** Debbie Lee  
**Subject:** Cemetery flowers

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi my name is Elaine Rustvold (Minerich). My parents Tony & Elaine Minerich are buried at the Cle Elum Cemetery and I have a plot next to theirs.

I understand the grounds keeper of the cemetery can not have things in the way while mowing or weed eating. My concern is on each side of my parents head stone are two pots filled with sand on poured cement pads. I put artificial flowers in the pots for Memorial Day and other holidays. I usually have flowers in them from Memory Day till Christmas changing for different holidays and seasons. I am wondering if I will still be able to do this with the new proposals you are planning. As long as the flowers look nice and not in the way I see no problem with this. Also I put wreaths on my other relatives headstones, which are standing headstones. I don't understand why that would be a problem as long as they are secured and not in the way.

Most of us locals have had our plots for years and one of the things that makes the Cle Elum Cemetery so special and beautiful are the flowers and the grounds. I understand some of the proposals but I'm hoping for many of us that can have our flowers and wreaths looking nice n out of the way we can continue to decorate our loved ones graves for more than three holidays a year.

Thank you and I look forward to hearing from you.

I would like this letter included in the next Public works community development committee meeting on April 2, 2025.

Thank you,

Elaine Rustvold

## Debbie Lee

---

**From:** Elaine Rustvold <elainerustvold@yahoo.com>  
**Sent:** Monday, March 31, 2025 10:34 PM  
**To:** Debbie Lee  
**Subject:** Cemetery

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

I would also like to ask what about Mother's Day and Father's Day? Can we put flowers on our loved one's grave for these holidays??

Please submit this to the Public works community development committee meeting .

Thank you

Elaine Rustvold

## Debbie Lee

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**From:** mauimarge@aol.com  
**Sent:** Tuesday, April 1, 2025 8:36 AM  
**To:** Debbie Lee  
**Cc:** Sharon Ferro; Sandy Sutton; Sally Neiland; Lanie Rustvold; Kathy Stancik  
**Subject:** cemetery rules

**[EXTERNAL EMAIL]** DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good morning, My name is Carolyn Neiland Vares. My Mom and Dad, aunts and uncles are all buried in the Cle Elum Cemetery. I think your dates for allowed flowers are not sufficient. What about Mothers and Fathers Days? These are also days where we like to honor our deceased family. I am glad you allow silk flowers but I am not happy about your dates of remembrance.

Also, we have flower pots on the actual cement at the sides of the headstones. Does this mean we can't have flowers there on any given day? They are not in the way of mowers so that should not be an excuse to not let us remember our loved ones with flowers. I understand that there should be no faded, old flowers but as long as they still look good, I don't think they should be removed. We have family members that live in the area who take care of these flower pots and remove the flowers when they start to fade or look bad. Old and faded flowers should be the only reason for removal.

Please consider my thoughts in your final vote.

Sincerely,

Carolyn Neiland Vares  
4324 - 94th DR SE  
Snohomish, WA 98290  
(206) 793-5492

## IWORQ SERVICE(S) AGREEMENT

### For iWorQ application(s) and service(s)

Cle Elum hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

#### **1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:**

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

#### **2. CUSTOMER RESPONSIBILITY:**

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

#### **3. TRAINING AND IMPLEMENTATION:**

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

#### **4. CUSTOMER DATA:**

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week.

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 25MB and 100GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

#### **5. CUSTOMER SUPPORT:**

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

#### **6. BILLING:**

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days from the date of the invoice. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

## **7. TERMINATION:**

Prior to the expiration of the initial 3-YEAR TERM (the "Initial Term"), either party may terminate this Agreement, by providing the other party with a Sixty (60) days' written notice prior to the effective date of the expiration. Should Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms unless either party provide notice of termination or non-renewal no less that sixty (60) days prior to expiration of the then-current term.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than \$2500 per copy. Please note, if Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

## **8. ACCEPTABLE USE:**

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

## **9. MISCELLANEOUS PROVISIONS:**

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Any legal action or proceeding related to this Agreement must be brought and determined in the State of Utah and may not be brought or determined in any other forum or Jurisdiction.

Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

**10. CUSTOMER IMPLEMENTATION INFORMATION:**

Primary Implementation Contact \_\_\_\_\_ Title \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

Secondary Implementation Contact \_\_\_\_\_ Title \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

**11. CUSTOMER BILLING INFORMATION:**

Billing Contact \_\_\_\_\_ Title \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

PO# \_\_\_\_\_ (if required) Tax Exempt ID # \_\_\_\_\_

**12. ACCEPTANCE:**

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature \_\_\_\_\_

Effective Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Office Number \_\_\_\_\_

Cell Number \_\_\_\_\_



# **iWorQ Service(s) Agreement**

## **APPENDIX A**

# iWorQ Cost Proposal

<b>Cle Elum</b>	<b>Population- <u>3017</u></b>
<b>119 West 1st Street Cle Elum, WA 98922</b>	<b>Prepared by: Brady Hunsaker</b>

## Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
<p><b>Public Works Infrastructure Package</b>            Package includes:            * Work Management            * Sign Management            * Pavement Management            * Water Management            * Sewer Management</p> <ul style="list-style-type: none"> <li>- Track and manage work by location using OpenStreetMap</li> <li>- Work order scheduling and templates</li> <li>- Track labor, inventory, parts, and material</li> <li>- Track work completed and maintenance history</li> <li>- Set maintenance, inspection, and work order schedules</li> <li>- Track sign location, MUTCD, condition, reflectivity, work orders etc.</li> <li>- Remaining service life (RSL), next treatment, 5-year budget etc.</li> <li>- 3 scheduled reports</li> <li>- iWorQ notifications included</li> <li>- Road layer on OpenStreetMap with color by lookup</li> <li>- Sign layer displayed on OpenStreetMap</li> <li>- Includes 5 capital asset layers on OpenStreetMap (Hydrants, Lines, Valves etc.)</li> <li>- Includes 5 capital asset layers on OpenStreetMap (Lines, Manholes, Pumps etc.)</li> </ul> <p>GIS REST Services -            iWorQ will be able to publish your agency's ESRI REST Services monthly if the following conditions are met:            1. The Rest Service URL is either a public access URL or the agency will allow iWorQ to be added to the user group of that data.              a. User Group must have permission settings set to allow root access to pull the data.            2. The Rest Service data contains the information needed for system functionality and field types match.              a. The format of that data must conform to iWorQ Systems</p> <p>Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges)</p> <ul style="list-style-type: none"> <li>* Available on any computer, tablet, or mobile device using Chrome browser</li> <li>* OpenStreetMap – Ability to track point and line layers</li> <li>* Quarterly GIS Updates</li> <li>* Configurable dashboard, fields, and reports</li> <li>* Includes Sensitive File Uploads (if needed)</li> </ul>	<b>\$5,200.00</b>	Annual

<p><b>Fleet Management</b>  Fleet Management:  - Available on any computer, tablet, or mobile device using Chrome Browser  - Fuel log tracking and uploads with a CSV or TXT file  - Work orders for employee cost, inventory, and purchase order tracking  - Manage and maintain a maintenance schedule  - Inventory management – having the capability to track and maintain parts you keep on hand  - Configurable dashboard, fields, and reports</p> <p>Fleet Request:  - Mechanics/Employees have the ability to put in a vehicle maintenance request through the portal.  - Web form/Link for mechanics/employees.  - Search ability for mechanics/employees for previous maintenance requests.  - Ability to create work orders from the vehicle maintenance requests.  - Configure reports from maintenance requests.</p>	<b>\$1,750.00</b>	Annual
<p><b>Citizen Engagement</b>  Package includes:  *Citizen Engagement</p> <p>- Drive citizen satisfaction, streamline communication and reduce overhead costs.  - Allow citizens &amp; employees to submit problems, including photos and locations, links to agency website, and seamlessly access those items in the iWorQ software through the Online Portal.</p>	<b>\$1,000.00</b>	Annual
<p><b>Facility Management Water Treatment Plant</b>  Includes:  *Facilities Asset Management  *Work Management  *Internal Facilities Request</p> <p>-Available on any computer, tablet, or mobile device using Chrome Browser  - Track up to 5 asset types  -Track assets such as Pumps, Wells, Tanks, etc.  -Work orders for employee cost, inventory, and purchase orders  -Track inventory, parts, material  -Maintenance schedules, work order scheduling, and templates  -Inventory management  -Configurable dashboard, fields, and reports</p> <p>Facilities Requests  -Allow Employees the ability to submit work requests through the Online Portal  -Webform/Link for Employees  -Ability to create work orders from work request  -Configurable dashboard, fields, and reports</p>	<b>\$1,900.00</b>	Annual
<p><b>Facility Management - WWTP Asset</b>  - Available on any computer, tablet, or mobile device  - Track assets such as HVAC, plumbing, electrical, elevators, etc.  - Track up to 5 asset types  - Maintenance schedules, inspections, and templates  - Configurable dashboard, fields, and reports</p>	<b>\$1,900.00</b>	Annual
<p><b>Subscription Fee Total (This amount will be invoiced each year)</b></p>	<b>\$11,750.00</b>	

## One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
One-Time Setup Total (This amount will be added year 1)	<del>\$4,820.00</del>	\$500.00	Year One

### NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. This agreement combines existing services totaling \$4,950 with proposed added services totaling \$7,800 (\$3,000 for the public works package upgrade which includes water management and sewer management, then \$1,900 for WWTP and WTP modules respectively) totaling \$11,750. Added services may be prorated.

**CITY OF CLE ELUM  
WASHINGTON**

**RESOLUTION NO. 2023-024**

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**A RESOLUTION OF THE CITY OF CLE ELUM,  
WASHINGTON, AUTHORIZING THE MAYOR TO SIGN  
AN EXTENSION TO THE PARK USE AGREEMENT  
DATED NOVEMBER 25, 2003, BETWEEN THE CITY AND  
UPPER KITTITAS COUNTY YOUTH BASEBALL  
ASSOCIATION.**

WHEREAS the City of Cle Elum and the Upper Kittitas County Youth Baseball Association (“UKCYBA”) entered into a Park Use Agreement on November 25, 2003; and

WHEREAS such agreement is set to expire on November 25, 2023.

WHEREAS the City wishes to extend the existing contract for one year to allow the parties to renegotiate certain terms that are outdated or add certain terms; and

WHEREAS the City and UKCYBA have had a longstanding and mutually beneficial relationship for the term of the existing contract.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Authorization. The Mayor is hereby authorized to sign an extension of the UKCYBA Park Use Agreement for one year while the parties establish a new and updated agreement.

PASSED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 13<sup>th</sup> DAY OF November 2023.

CITY OF CLE ELUM

  
\_\_\_\_\_  
Jay McGowan, Mayor

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Debbie Lee, City Clerk

Approved as to form:

---

Alexandra L. Kenyon, City Attorney

Filed with the City Clerk: 11-13-23  
Passed by the City Council: 11-13-23  
Resolution No.: 2023-024  
Date Posted: 11-16-23

RESOLUTION: 2007-12

A RESOLUTION of the City Council of the City of Cle Elum authorizing camping within the city limits for a youth baseball tournament.

WHEREAS, The City of Cle Elum owns Memorial Park, a park that is approximately 25 acres in area with 4 acres in use as ballfields for the Upper Kittitas County Youth Baseball Association (UKCYBA). The park is located between Grant Street and the Yakima River and east of South Cle Elum Way; and

WHEREAS, The UKCYBA has a long tradition of positively serving children in Cle Elum by providing recreational opportunities through youth baseball and softball activities; and

WHEREAS, The City Council has supported the UKCYBA since September 15, 2000 by entering into a formal park use agreement with the association; and

WHEREAS, The UKCYBA wishes to hold a baseball tournament and invite teams from out of the area and the Association anticipates that besides staying in local hotels, that some families will want to bring RV's and camp within the City; NOW THEREFORE

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLE ELUM, WASHINGTON, AS FOLLOWS:

Per CEMC 8.44.010 the City Council of the City of Cle Elum does hereby authorize camping at Memorial Park in the area between the ball fields and the Firemen's Park for the baseball tournament only, from July 27, 2007 through July 29, 2007.

Furthermore, the UKCYBA shall abide by all other requirements of the Park Use Agreement and if necessary shall provide additional sanitation services for those camping in the park.

Passed by the City Council and approved by the Mayor this 12th day of June 2007.

  
Mayor Charles J. Glondo

APPROVED AS TO FORM ONLY:

  
Philip A. Lamb, City Attorney

ATTEST:  
  
Toni Fields, City Clerk

## **PARK USE AGREEMENT BETWEEN**

### **CITY OF CLE ELUM AND UPPER KITTITAS COUNTY YOUTH BASEBALL ASSOCIATION**

An agreement between the City of Cle Elum, a Washington municipal corporation of the second class and the Upper Kittitas County Youth Baseball Association, a non-profit organization and an affiliate of Babe Ruth Baseball, also a non-profit organization, for the use of an area of land in Memorial Park also known as Memorial Park East Complex so the Upper Kittitas County Youth Baseball Association can carry out its baseball/softball program for the youth in the community.

#### **ARTICLE I - BACKGROUND**

1. The City of Cle Elum (the City) owns Memorial Park, a park approximately 25 acres in area with 4 acres in use as ball fields, located between Grant Street and the Yakima River, and east of South Cle Elum Way. In addition to providing for general community park uses and areas for adult sports activities, the park also provides the home baseball/softball fields (Ball Fields) for the Upper Kittitas County Youth Baseball Association (UKCYBA).
2. UKCYBA has a long tradition of positively serving children in Cle Elum by providing recreational opportunities through youth baseball and softball activities. These activities are provided entirely by volunteers including coaches, managers, umpires, league officers, and concession operators. Except for normal park maintenance services, there is little cost to the City in providing these recreational activities to the community.
3. The City has had a long standing informal agreement with UKCYBA to provide Ball Fields at Memorial Park for the youth baseball/softball program. Based on this informal agreement, UKCYBA has constructed fencing, backstops, irrigation systems, field leveling, and turf improvements, and has shared with the City in maintenance costs and activities. The general public has enjoyed use of these Ball Fields when they have not been in use for UKCYBA programs.
4. The City and UKCYBA have now determined that it is in their mutual best interests to formalize their relationship in regard to the use and maintenance of Memorial Park through the preparation and execution of a written use agreement.

#### **ARTICLE II - PURPOSE OF AGREEMENT**

The purpose of this Agreement is to:

1. Provide the terms and conditions under which UKCYBA can continue to use the Ball Fields for practice, league activities and tournament play.
2. Define operational and maintenance responsibilities.

3. Identify responsibility for costs.
4. Identify a process to provide for improvements and upgrades.

#### ARTICLE III - DURATION OF AGREEMENT

1. This Agreement shall extend for a term of twenty (20) years from the date the Agreement is executed by the Parties and shall allow for two (2) ten (10) year extensions with the approval of both Parties.

#### ARTICLE IV - EFFECTIVE DATE OF AGREEMENT

1. This Agreement shall become effective on the date first appearing below.

#### ARTICLE V - PERMITTED USES

UKCYBA use of the Ball Fields is allowed under the following conditions:

1. The Ball Fields shall be used and occupied by UKCYBA only for the purpose of Babe Ruth sanctioned youth baseball and softball activities for children between the ages of five (5) and twelve (12). UKCYBA shall not use or permit the Ball Fields to be used for any other purpose without the prior written approval of the Cle Elum City Administrator. UKCYBA is authorized to establish and collect reasonable fees from league and tournament teams to offset their maintenance costs.
2. In April of each year, UKCYBA will provide the number of teams and participants in its league, along with the planned schedule of play, to the City Administrator. The City Administrator retains the right to make adjustments in field use based upon those numbers, in order to facilitate Ball Field watering and maintenance.

#### ARTICLE VI - PERIOD OF USE

1. Use of the Ball Fields is limited to the scheduled Spring and early Summer practice and league season and reasonable additional times for tournament play. All UKCYBA uses must be concluded by July 31 and any UKCYBA use beyond that date must be requested and approved in writing by the City Administrator. Approval of such requests will not be unreasonably withheld. UKCYBA shall not be responsible for maintenance and repair of the Ball Fields following the conclusion of the Period of Use.

#### ARTICLE VII - USE BY OTHERS

1. The City shall retain the right to allow and approve Ball Field use by others during those times when UKCYBA is not scheduled to use the Ball Fields as

noted above, provided the Ball Fields are returned to UKCYBA in good, playable condition. A special use agreement, including insurance and hold harmless provisions, will be required for such use by others.

#### ARTICLE VIII - PROPERTY

1. UKCYBA shall retain ownership of the following: backstops, field fencing, bleachers, scoreboards, and dugouts, as well as subsequently installed facilities, including the proposed restroom/concession building. These facilities shall remain in UKCYBA ownership until the expiration or termination of this Agreement. At the termination or expiration of this Agreement UKCYBA shall have ninety (90) days to notify the City of its intent to remove its property. UKCYBA shall have one (1) year following the expiration or termination of this Agreement to remove its property, as provided for in Section XVII.2. Property not removed shall become the property of the City.
2. Installation of new or expanded irrigation systems and equipment shall be done by UKCYBA, however, once the installation has been completed and accepted by the City, the irrigation improvements will become the property of the City, and will be maintained by the City.

#### ARTICLE IX - IMPROVEMENTS

1. Ball Field improvements, proposed by UKCYBA for installation or modification after the date of this Agreement, must be requested and approved by the City Administrator. No improvements will be installed or provided by UKCYBA without the written permission of the City Administrator. This permission will be granted provided it can be shown the improvement will provide a benefit to league participants or spectators and will not detract from the appearance and function of the park.
2. UKCYBA shall obtain any and all local, state or federal permits associated with Ball Field improvements prior to installation.
3. UKCYBA shall assume the costs of maintaining new improvements unless otherwise agreed, in writing, by the City Administrator. Should an improvement be made without the permission of the City, the City has the right to direct UKCYBA to remove the improvement within thirty (30) days at UKCYBA cost. If the improvement is not removed within 30 days, the City may remove the improvement and bill UKCYBA for all related costs and will be entitled to full payment for those removal costs.

#### 4. ARTICLE X - MAINTENANCE

1. Maintenance by UKCYBA:
  - a) UKCYBA shall maintain all dirt cut out surfaces in such a manner as to

- b) Irrigation: Turf areas will be irrigated as needed to maintain viable grass by the City. Unless previously agreed to by the City, access to the irrigation controller shall be controlled by the City. The City will maintain the irrigation system as required, including the replacement of worn out or malfunctioning sprinkler heads.
  - c) Turf care: All turf areas will be aerated, fertilized, and overseeded as needed and as budget permits, by the City.
  - d) Toilets: Until permanent restroom facilities are constructed, the City will provide sanican facilities as needed at the Ball Fields. After permanent restrooms are constructed, the City will assume restroom maintenance responsibilities following the conclusion of the UKCYBA period of use. The City may opt to provide sanicans after permanent restrooms have been constructed, to enable the restrooms to be locked up when organized activities are not occurring at the park. The City will also purchase and provide all needed restroom supplies for the entire season of use.
  - e) Parking lot: The graveled parking lot will be graded each year, prior to the start of League play.
  - f) Garbage removal: The City shall be responsible for emptying of garbage containers at the Ball Fields as needed.
  - g) Spraying and weeding: The City shall spray for pests and weed the Ball Fields as needed and as allowed by budget.
  - h) Winterization: The City shall winterize the irrigation and concession/restroom facilities.
3. Maintenance by UKCYBA to a higher standard than identified in Article X(2) will be authorized, provided that UKCYBA assumes all related costs resulting from the higher standard and complies with any present or future federal, state, or City laws and policies with regard to pesticide/herbicide use, chemical applications, and energy and water consumption.

#### ARTICLE XI - RESPONSIBILITY FOR COSTS

- 1. UKCYBA will assume the costs for the maintenance and operational services as noted in Article X(2) and (3) above, including the costs of electricity related to UKCYBA uses; the costs of approved improvements determined to solely serve UKCYBA needs; and the capital repairs to those facilities noted in Article VIII Property.
- 2. The City will assume the costs for services noted in Article X Maintenance, Paragraph 2; the costs of repairing or replacing facilities owned by the City, unless damaged by UKCYBA; and the costs of improvements determined to solely meet the general community's interests.
- 3. The City and UKCYBA will share in the costs of improvements that are determined to have a shared benefit between UKCYBA participants and the general community. The amount of the shared cost will be negotiated, based on the benefit.

keep the Ball Fields in a safe, playable condition. This maintenance shall include, but not be limited to, weeding, grass removal, raking, grading, removal of rocks, placement of chalk lines, control of mud, and replacement of unsuitable dirt.

- b) UKCYBA shall make all improvements related to extension or enhancement of the irrigation system. After extensions or enhancements to the irrigation system have been installed and accepted by the City, they shall be thereafter owned and maintained by the City.
- c) UKCYBA shall provide regular maintenance of flush toilet restroom facilities, at such time as they are constructed and made available for public use, during the period of use as specified in Article VI above.
- d) UKCYBA shall manage and maintain the concession facilities, at such time as they are constructed.
- e) UKCYBA shall provide litter control to the Ball Field area daily or as needed during the practice, league play and tournament season, and shall keep the area free of litter. If the City determines litter control is not being done effectively, the City will notify UKCYBA. If the problem is not promptly dealt with, the City will provide the service and bill UKCYBA for the cost of the service, and UKCYBAA will pay all costs related to this service.
- f) UKCYBA shall pay the electric bill for all power requirements of the restroom/concession building and Ball Field lighting, if and when such improvements are installed, during the period of use as defined in Article VI.
- g) If the City determines there are maintenance needs in addition to those identified in March of each year, the City Administrator will inform the UKCYBA president in writing of the needs. Response times to correct these needs shall be as follows:
  - ◆ Needs that do not present a safety concern - 30 days
  - ◆ Needs that present a minimal or remote liability/safety concern - sign and isolate the public from the area within 24 hours and correct within 7 days
  - ◆ Needs that present a significant liability/safety concern - sign and isolate the public from the area immediately and correct within 24 hours.
  - ◆ Graffiti shall be painted out within 48 hours (weather permitting) of notification
- h) If UKCYBA does not correct any maintenance/vandalism needs within the time allowed, the City will have them corrected and will bill UKCYBA for the cost of the repairs and the City will be entitled to full payment for those repairs.

2. Maintenance by the City:

- a) Mowing: Irrigated turf areas will be mowed once per week or as needed between the months of April through September.

## ARTICLE XII - PARKING AND TRAFFIC CONTROL

1. During league and tournament season, UKCYBA will assign as many members of their organization as necessary to manage and control parking, and to keep fire lanes and access for emergency vehicles clear.

## ARTICLE XIII - RULES, LAWS, AND ORDINANCES

1. UKCYBA agrees to abide by and uphold the policies and ordinances of the City of Cle Elum and the laws and regulations of the State of Washington, including those which regulate the operation of food and beverage serving facilities.

## ARTICLE XIV - RIGHT TO ENTER

1. The City shall have the right to enter UKCYBA facilities for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance.

## ARTICLE XV - EXTENSIONS

1. Prior to expiration of this Agreement, UKCYBA may apply to the City for two (2) ten (10) year extensions. These extensions will be granted only upon the written consent of the Parties, which extension agreements must be executed prior to the expiration of the previous period.

## ARTICLE XVI - TERMINATION

1. This Agreement may be terminated by either of the Parties following the giving of one (1) year's written notice of the Party's intent to terminate.
2. After the termination of this Agreement, for any reason, UKCYBA may apply to the City within one (1) year of said termination date to remove any permanent structure(s) which had been built solely with UKCYBA funds. UKCYBA may within said year remove all furnishings from said structures. Any such removal as is authorized by the City shall be accomplished without damage to City property and UKCYBA shall bear all expenses in removing them including expenses associated with restoring the Ball Fields to their original condition, as nearly as can be.
3. Upon termination, for any reason, any property in the possession of the other Party, which was provided by the City or UKCYBA, shall be returned to said Party.

4. Failure to fulfill the terms, conditions, and obligations of this Agreement by either Party may be determined to constitute a breach of the Agreement, giving rise to termination of the Agreement.

#### ARTICLE XVII - SCHEDULED MEETINGS

1. By April 1 of each year, the UKCYBA President shall schedule and meet with the City Administrator for purposes of reviewing and planning; identification of UKCYBA numbers of participants; maintenance needs; planned improvements; concerns expressed by abutting neighborhoods; and policies and practices to be followed.

#### ARTICLE XVIII - NON-DISCRIMINATION

1. UKCYBA agrees to comply with all local, state, federal, and all other applicable laws against discrimination.

#### ARTICLE XIX - LIABILITY

1. UKCYBA shall secure and maintain commercial general liability insurance for the entire term of this agreement to cover all UKCYBA uses of the Ball Fields and related uses. Said insurance shall be in the amount of not less than \$1 million per occurrence. The City shall be named additional insured for said policy or policies, and a certificate of insurance so naming the City, along with a copy of the policy binder, shall be provided to the City within fifteen (15) days of the effective date of the policy.
2. The City shall be provided with at least 30 days notice in the event of cancellation of UKCYBA's liability insurance coverage.
3. Each time this Agreement is extended, the City reserves the right to review and adjust the minimum amount of insurance coverage required of UKCYBA.

#### ARTICLE XX - INTERPRETATION

1. This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually agreed and understood by both Parties that this Agreement shall be governed by the laws of the State of Washington. Venue shall be Kittitas County, Washington.
2. In the event that a dispute requires interpretation or enforcement of this Agreement, the prevailing party shall be entitled to receive payment for attorney's fees.

## ARTICLE XXI - AMENDMENTS/MODIFICATION

1. The provisions of this Agreement may be amended only upon the mutual consent
2. of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

## ARTICLE XXII - INDEMNIFICATION

1. UKCYBA and the City shall indemnify and hold harmless the other Party, its officers, agents, and employees from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omissions by the other Party, its officers, agents, and employees, in performing its obligations under this Agreement .
2. In the event that any suit based upon such a claim, action, loss, or damages, resulting from the actions of UKCYBA, is brought against the City, UKCYBA shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and a final judgement is rendered against the City, its officers, agents, and employees or jointly against the City and UKCYBA and their respective officers, agents, and employees, UKCYBA shall satisfy the same, except in those cases which are solely due to City negligence.
3. In the event that any suit based upon such a claim, action, loss, or damages, resulting from the actions of the City, is brought against UKCYBA, the City shall defend the same at its sole cost and expense; provided that UKCYBA retains the right to participate in said suit if any principle of governmental or public law is involved; and a final judgement is rendered against UKCYBA, its officers, agents and employees or jointly against UKCYBA and their respective officers, agents, and employees, the City shall satisfy the same.

## ARTICLE XXIII - ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

## ARTICLE XXIV- RATIFICATION

1. Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

ARTICLE XXV - SEVERABILITY

1. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS THEREOF, The City and UKCYBA have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 25 day of November, 2008

CITY OF CLE ELUM

By: Jay M. Howan  
~~Gary Berndt, Mayor~~ Pro Tem

Attest: Toni Fields  
Toni Fields, City Clerk

Approved as to form: Erin Anderson  
Erin Anderson, City Attorney

UPPER KITTITAS COUNTY YOUTH  
BASEBALL ASSOCIATION

By: Gary Fudacz  
Gary Fudacz, President of the Board

By: Bill Couey  
Bill Couey, First Vice President

By: Greg Maras  
Greg Maras, Second Vice President

By: Larry Spear  
Larry Spear, Fire Department Rep.

Attest: Brandy Bogart  
Brandy Bogart, Secretary

**CLE ELUM PUBLIC WORKS & COMMUNITY DEVELOPMENT  
COMMITTEE  
MINUTES  
MARCH 5, 2025  
12:00 PM  
119 W FIRST STREET  
CLE ELUM, WA 98922**

**1. Call to Order/Pledge of Allegiance**

Steven Cook - present via zoom  
Jerred Weis - absent  
Ken Ratliff - absent

Rob Omans - City Administrator  
Debbie Lee - Clerk  
Mathew Bailey - Public Works Director

**2. Unfinished Business**

a. Cemetery Code Amendment Ordinance - Mathew Bailey Public Works Director

Mathew Bailey reported that his suggestions were copied from the National Cemetery Code. Matthew Bailey made some adjustments to the language and applied the proposed changes to the current Cle Elum Municipal Code. Henry Johnston also submitted some recommendations. See attached reports. Mathew Bailey would like to revisit this at the April meeting. Discussion was had about establishing rules and defining times for the use of artificial flowers. The Public Works crew will go up and do a clean-up in the cemetery to see what amount of trash and time is actually necessary to keep the cemetery clean. Rebecca Hackett and Darcie Correa both gave public comments regarding artificial flowers and not wanting them banned.

[Letter from Rebecca Hackett Re: Imitation Flowers](#)

[Letter from Darcie Correa Re: Flowers in the Cemetery](#)

**3. New Business**

a. Public Works & Community Development Committee Meeting Minutes Dated February 5, 2025

**MOTION: Committee Member Cook approved the minutes.**

# Public Works & Community Development Committee Agenda

## March 5, 2025

119 W FIRST STREET  
CLE ELUM, WA 98922

**MOTION CARRIED: 1 yes 0 no.**

b. [Master Meter AMI Repeater Quote - Mathew Bailey Public Works Director](#)

Mathew Bailey reported that there are some dead spots in the area around First Street on the new base meter reading system that was recently installed. He provided some estimates for adding an antenna and repeater. The cost of the antenna and repeater is about \$3,000. The city would need to pay for installation. Mathew Bailey will work with Master Meter and bring the information back to the committee in April, when there is a full committee to discuss.

c. [IWork GIS Program - Mathew Bailey Public Works Director](#)

Mathew Bailey has been working with IWork, a current module the city has that allows customers to submit issues like potholes, downed signs etc. It also has a work order system that allows staff to submit work orders. IWork has a GIS Module that would allow Public Works to map all meters and then the work orders would be linked to meters and this would allow staff to track work time, parts and allocate costs. The cost of this module is \$3,000 per year. This would be beneficial for asset management.

Committee Member Cook would like to table this and discuss it at the next Public Works and Community Development Committee Meeting in April, when there is a full committee.

d. [Baseball Fields Agreement](#)

Committee Member Cook would like to have all Committee Members present to discuss the Baseball Fields Agreement.

4. **Other Committee Comments**

5. **Adjourn**

The meeting was adjourned at 12:31 p.m.

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Ken Ratliff, Chair

---

Debbie Lee, Clerk

<b>Single-family house</b> Small: less than 1,500 sq. ft.	0.81 RCE
<b>Single-family house</b> Medium: 1,500 to 2,999 sq. ft.	1.0 RCE
<b>Single-family house</b> Large: 3,000 sq. ft. or greater	1.16 RCE
<b>Multi-unit</b> Two to four units	0.81 RCE/unit
<b>Multi-unit</b> Five or more units	0.63 RCE/unit
<b>Accessory dwelling unit</b> (attached or detached)	0.59 RCE/unit
<b>Microhousing</b>	0.35 RCE/unit
<b>Senior, low-income, special purpose housing</b>	0.32 RCE/unit

**WATER DISCONNECTION PROCEDURES AND POLICY**  
**PAST DUE ACCOUNTS**

Pursuant to CEMC Chapter 13.12.080, Ordinance Number 1422; 11-10-2014:

(Procedure :)

Customer accounts are considered to be delinquent on the 26<sup>th</sup> day of each month. The Past Due and Disconnect Notice process will commence upon the 56<sup>th</sup> day after the initial billing that has gone unpaid.

**Procedures:**

Upon determination of delinquency, a Delinquent/Termination Notice will be mailed to the customer. This notice will provide the following information:

Date the notice is mailed.

Service location and account number.

The current, past due and total balances due.

The time of day and date the total balance is due and payable.

The time of day and date the water will be shut off if payment is not received.

City of Cle Elum contact information.

Although the Delinquent/Termination Notice specifically states "NO OTHER NOTICE WILL BE GIVEN PRIOR TO TERMINATION", the City of Cle Elum provides a 2<sup>nd</sup> and 3<sup>rd</sup> step to the termination process:

Seven days after the Delinquent/Termination Notice is sent, a second FINAL NOTICE is sent via Certified U. S. Postal Service. The cost of the mailing plus \$10.00 is billed to the customer's utility statement. This FINAL NOTICE will provide the following information:

Date the notice is mailed.

Service location and account number.

The current, past due and total balances due, including the additional charge for the FINAL NOTICE.

The time of day and date the total balance is due and payable.

The time of day and date the water will be shut off if payment is not received.

City of Cle Elum contact information.

Seven days after the FINAL NOTICE is mailed, if payment, or suitable payment arrangements, is not made, a crew member will be dispatched to the location to turn the water off. A notice will be hung on the customer's door, stating the following:

"In accordance with our previous notices to you, we have turned off your water today. In order to reinstate your water service, the following charges are required:

Name of Customer:

Address of Customer:

Customer Account Number:

Date of Shut off:

Time of Shut off:

Past Due Balance: \$ \_\_\_\_\_ +

Current Balance: \$ \_\_\_\_\_ +  
Reconnection Charge: \$ 100.00

Total Due to Re-establish Water Service: \$ \_\_\_\_\_ (In Full)

For reconnection, please contact City Hall at 509-674-2262. Payment must be made in person. The \$100.00 Reconnection Fee must be paid in cash. The delinquent and current charges may be paid in cash or with a Debit/Credit Card at 119 West First Street. The City of Cle Elum will re-establish water service within 24 hours of receipt of payment.”

(Policy :)

If, at the time the crew member hangs the Notice of Disconnect on the door, the customer makes contact with that crew member to make payment arrangements, the crew member may instruct the customer to contact staff at City Hall *immediately* to make arrangements for payment *in full*. A one-half hour time limit must be verbally given to the customer, and the crew member must contact City Hall to inform staff that water has not been turned off and the customer will be contacting City Hall within one-half hour to make *full payment*, less the \$100.00 reconnection fee.

If after one-half hour has elapsed, and the customer has not contacted City Hall, staff at City Hall will contact the crew member with instructions to turn the water off, without further notice.

## Delinquent Accounts

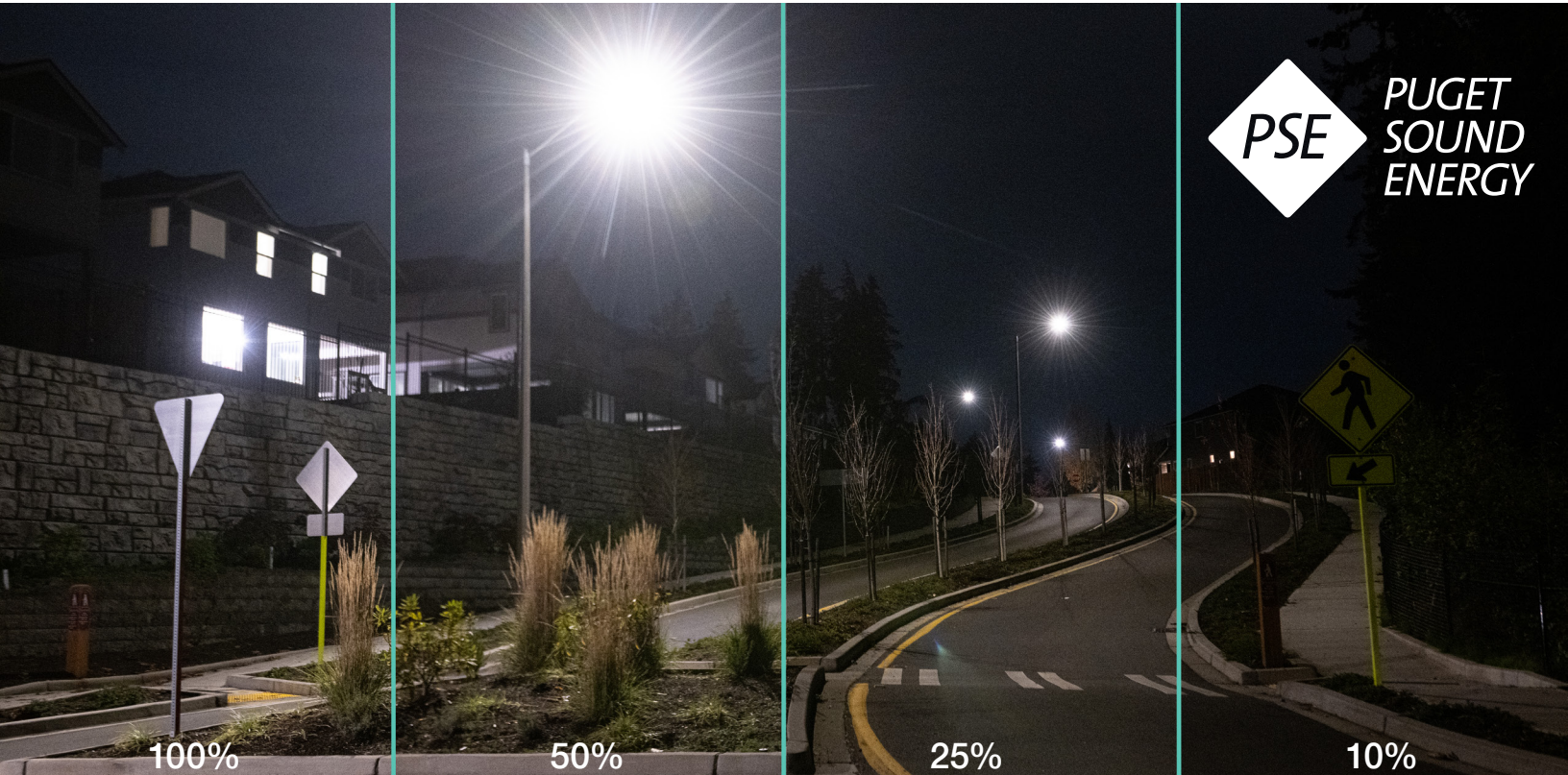
1) Utility charges shall be the responsibility of the property owner and shall be billed directly to the property owner or the address designated by the owner in writing. Payment for utility service for any property shall become due and payable on the twenty fifth day of the month following the month within which the service was rendered; a late penalty of 1.5 % shall be added to the utility account after this day. On or around the 26<sup>th</sup> day of the month the utility clerk shall give 1<sup>st</sup> notice in writing to the owner or owner's agent as officially listed in the city records, or the best address available to the clerk, of such delinquency 60 days past due, advising that the water service shall be discontinued at the expiration days thereafter unless the account is paid in full. Such a notice shall indicate that the delinquent user may contact the city utility clerk or other city officials at City Hall during business hours to make payment arrangements to bring the account current.

(2) In the event the city should proceed to terminate the water service to any property which has failed to bring its account current within 7 business days the employee of the city shall be dispatched to issue a 2<sup>nd</sup> 24-hour door hanger notice to terminate the water service. The door hanger notice shall be delivered to any person at the premises or posted on or near the entrance to any dwelling or structure associated with the service. The charge for this posting shall be \$25.00, which shall be added to the water service account. At the end of this 24-hour time period again making a reasonable effort to inform the user that the water service is being terminated the utility clerk shall notify dispatch to terminate the water service. The city employee may not accept payment of the delinquent amount from the user but inform the user to contact City Hall for payment arrangements.

(3) In the event the water supply is turned off, the same shall not be turned back on until all delinquent utility charges, late fees and penalties have been paid in full. The account shall be charged a water turn-on charge of \$100.00 for reconnection.

Current Street lighting Budget Position

BARS#	Budgeted	Expenditures	Remaining
542 63 47 000 Street Lights	40,000.00	13,083.86	26,916.14



Street light brightness level variations. All photos by James Whelan




# Smart lighting case study: City of Lakewood

**Lakewood saves \$130,000 in energy cost over one year by adjusting Smart Lighting brightness**

## Energy challenges and opportunities

The City of Lakewood, Wash., located in Pierce County, is home to nearly 64,000 culturally diverse residents. Its revenue stream is fairly flat, so it was looking for ways to save on its electric bill without compromising performance. Lakewood also wanted to respond to customer feedback pertaining to too-bright, disruptive street lights during the night. On the other hand, there were concerns that dimmed lights might be too dark. The city decided on a two-month pilot program on 1,669 lights that offered varying levels of street light brightness.

## Energy savings at a glance

- 
**COST SAVINGS**  
**\$130,846**
- 
**CO<sub>2</sub> EMISSIONS SAVINGS**  
**129,483 kg**
- 
**ENERGY SAVINGS**  
**227,163 kWh**

\* Energy and cost savings are annual and based on January 2025 rates

“PSE has a very quick response time to questions and issues that arise within the city. Having this working relationship with PSE makes it easier to implement new programs like the streetlight dimming or other programs that may come up in the future.”

**Katie Foster**  
Engineering Technician for City of Lakewood

## How PSE helped

PSE implemented a state-of-the-art Smart Lighting system that uses LED lights and smart controllers. The system's controllers provide real-time status and GPS locations of the lights, allowing PSE to provide scheduled dimming to save energy and aid in energy savings goals. PSE was also able to monitor and maintain street lights more easily with this system.

The scheduled dimming program allows Lakewood to enjoy reduced lighting levels during late-night/off-peak hours, reduced energy consumption and light pollution, and cost savings based on that energy reduction.

PSE does not charge any additional costs for implementing the dimming program, and the program is only initiated with written customer approval. PSE administers the system, which is available only on PSE-owned lighting systems.

## Results

Lakewood and its residents were pleased with the pilot. The dimmed lights were not too dark at all. The city implemented the program permanently and has realized a savings of 227,163 kWh – a 54% reduction in costs.

“PSE has made the process seamless and very easy. The biggest challenge was giving the residents notice of the dimming project. There was no need to change any internal city operations after the dimmers were installed. There have also been no reports that residents have had to change their day-to-day operations, either.”

**Katie Foster**

Engineering Technician for City of Lakewood

## Start your energy-management journey

Learn more about PSE's Smart Street Lighting program at [pse.com/streetlights](https://pse.com/streetlights). Or get in touch with the program directly by emailing [smartstreetlighting@pse.com](mailto:smartstreetlighting@pse.com).



Residential street with Smart Lighting brightness level at 100 percent.



Residential street with Smart Lighting brightness level at 50 percent.



Residential street with Smart Lighting brightness level at 25 percent.