



Hoopston Municipal Building

City of Hoopston

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RULES AND REGULATIONS

FLORAL HILL CEMETERY

APPROVED AND ADOPTED BY
THE CITY OF HOOPESTON CITY COUNCIL

March 15, 2022

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RULES AND REGULATIONS
CITY OF HOOPESTON – FLORAL HILL CEMETERY

For the mutual protection of every lot purchaser in the cemetery, Floral Hill Cemetery hereby adopts the following rules and regulations. All property owners of interment rights and persons within the cemetery, and all interment rights sold, shall be subject to said rules and regulations, and subject, further, to such other rules and regulations, amendments or alterations as shall be adopted by Floral Hill Cemetery from time to time. Any reference to these rules and regulations in the contract, deed, or certificate of ownership to interment rights shall have the same force and effect as if set forth in full therein.

These rules and regulations are designed for the protection of Floral Hill Cemetery and the collective owners of burial rights. They are intended, not as restraining, but rather as preventing the inconsiderate from taking unfair advantage of others. Their enforcement will help protect and preserve the beauty of Floral Hill Cemetery.

These rules and regulations are hereby adopted as the rules and regulations of Floral Hill Cemetery and all owners of burial rights, visitors, and contractors performing work within the cemetery expressly reserves the right, at any time and without notice, to adopt new rules and regulations or to amend, modify, or repeal any section, paragraph, or sentence of these Rules and Regulations. Floral Hill Cemetery has entire charge of the cemetery and is authorized to enforce all rules and regulations as adopted.

The rules and regulations shall be on file in the cemetery office, and copies shall be made available to interested parties on written request, and payment of administrative fees associated therewith. The cemetery reserves the right to provide these rules and regulations within ten days of written notice.

GENERAL RULES AND REGULATIONS:

Floral Hill Cemetery and the management thereof shall have the right to maintain guard at the cemetery at any time of its choosing. The management shall have no liability for loss or damage and especially from damage caused by the elements, and act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, including the loss of human remains, under any circumstances.

Hours of Operation

- The **cemetery** is open to the public year-round from dawn to dusk 7 days a week.
- The **cemetery office** is open Monday through Friday 7 am – 3:30 pm. The office is closed during lunch hour from 12 pm-1 pm.
- The **cemetery office** will be closed on the following Holidays: New Year's Eve, New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, and Christmas Day. When a Holiday falls on a Saturday or Sunday, the Holiday will be observed on the preceding Friday and/or proceeding Monday.
- The **cemetery and/or office** may be opened or closed any additional times as authorized by the management.

*There shall be no event/activities scheduled to take place within the cemetery grounds unless otherwise approved by cemetery management. A written agreement

signed by both cemetery management and event sponsor will be required, prior to the event, stipulating all terms and conditions.

Admission

The cemetery management deems the cemetery to be sacred and must be treated accordingly by all who visit. Management, its employees, and all others designated by management reserves the right to compel all persons coming into the cemetery to obey all Rules and Regulations adopted by the cemetery. The management shall have the charge of the grounds and buildings, and at all times, shall have supervision and control of all persons in the cemetery, including the conduct of funerals, traffic, employees, lot owners, tourists, and visitors. The right is reserved by management to refuse entrance to any person, to expel from the grounds anyone violating the rules, and to refuse admittance of any material or merchandise. The cemetery management further reserves the right to refuse admittance to anyone 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 cemetery.

Children under sixteen (16) years of age shall not be permitted within the cemetery, or its buildings, unless accompanied by an adult, or with specific permission of the management.

No pets shall be permitted in the cemetery at any time. Service animals are the exception and will be permitted.

Any person found on the grounds after the cemetery gates are deemed closed may be considered a trespasser. Access to cemetery grounds during deemed closure times shall be restricted to cemetery staff and law enforcement.

Visitor Conduct

Walking, jogging, and bicycling are permitted on streets and roads during times the cemetery is open to the public. ATV's/UTV's, dirt bikes, and skateboards are not permitted at any time.

Persons within the cemetery grounds shall use only the streets, avenues, walks, easements, and roads, and any person injured while walking on the grass or while on any portion of the cemetery other than the streets, avenues, walks, easements, and roads shall in no way hold the cemetery liable for any injuries sustained.

Vehicles, golf carts, mopeds, etc. are not permitted on the grass at any time. The exception is for Cemetery management and employees conducting work for a grave opening or closing and the mowing of the grass and care and maintenance of the lawn, trees, and shrubs, and gravesites.

Vehicles shall not be driven through the grounds of the cemetery at a speed greater than fifteen (15) miles per hour. Vehicles are not allowed to park or to come to a full stop in front of an open grave excluding such passengers of automobiles in attendance at a funeral.

No unlicensed vehicles are permitted in the cemetery, unless owned by the cemetery and operated in performing the duties of the cemetery, without written authorization of the management.

All persons are prohibited from breaking trees, shrubbery or plants, digging in the ground, mowing individual lots, and/or from disturbing birds or other animal life within the Cemetery.

No advertising, notices, or signs of any kind shall be allowed in the cemetery, unless placed by the management. No sign indicating that a space and/or lot is for sale will be permitted on the grounds.

Soliciting or peddling the sale of any commodity by third persons is prohibited within the confines of the cemetery.

No person shall be permitted to loiter in the cemetery, or in any of its buildings.

The possession or consumption of illegal drugs or alcoholic beverages within the cemetery is strictly prohibited.

Anyone smoking on the grounds of the cemetery is expected to make sure the tobacco is extinguished properly. Smoking in the public buildings is prohibited.

The throwing of rubbish on the roads, drives, paths, parking lots, or on any part of the grounds, or in the buildings, is prohibited.

No firearms shall be permitted within the cemetery except on special permit from the management or duly constituted authorities. Management permits exceptions to this for law enforcement personnel, US military honor guards at military committal services.

Boisterous or unseemly conduct that would disturb the quiet and good order of the cemetery shall not be permitted in the cemetery, or in any of its buildings.

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

All persons are reminded that the grounds are devoted to the sacred burial of the dead, and the provisions and penalties of the law, as provided by statutes, will be strictly enforced.

Decorations

The cemetery shall have sole and exclusive authority with respect to the planting, sodding, surveying, and improvements within the cemetery. No persons shall be allowed to plant any trees, shrubs, bushes, flowers, and/or bulbs within the ground without written permission from management and without specification by management as to the kind and location of such planting. Any placed without permission is subject to removal by management.

The bordering of graves with metal frames, crushed stone, fences, or other material is strictly prohibited. Any placed will be subject to removal by management.

The placing of boxes, shells, toys, metal designs, frames, ornaments, bird houses or feeders, chairs, settees, wood or iron cases, glass, anything breakable, and similar articles upon lots shall not be permitted, and, if so placed, may be removed.

Live flowers may be planted in urn and/or hanging basket and are not allowed to be planted in any breakable containers. Artificial decoration and flowers are permitted in metal or plastic vases ONLY, no breakable vases allowed. Anything deemed by the management to be breakable and a possible hazard including glass but not limited to shall be removed for the safety of all. Artificial flowers and decoration are NOT allowed to be stuck into the ground without a vase and will be removed.

Grave blankets, half blankets, wreaths, and bouquets are allowed during non-mowing season and MUST have plastic spikes. Metal spikes are not allowed. Saddles are also allowed to be placed on head stones.

All Winter decorations must be removed by March 8th each year. All Spring and Summer decorations must be removed by September 21st each year. If those decorations state above are not removed by the given date, Management reserves the right to remove them.

The management shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or ground cover of any kind from the cemetery as soon as, in the judgment of the management, such becomes unsightly, dangerous, detrimental or diseased, or when it does not conform to the standards maintained. Trees, shrubs or bushes encroaching upon interment rights of others, too tall to shape and trim, that have become a nuisance, which hinder the flow of water in the tiling system, or that alter the roadways shall be removed at the discretion of management. In the event of any such removal, the cemetery shall have no obligation to replace the removed tree, shrub, or plant.

The management shall not be responsible for lost, misplaced, or damaged flower vases, urns, grave blankets, sprays, wreathes, floral decorations, plants, decorations of any kind, or the replacement thereof, whether caused by the elements, thieves, vandals, or by other causes beyond its control.

Management reserves the right to regulate the method of decorating lots as to be able to maintain and care for the grounds and a uniform beauty may be preserved.

BURIALS AND REMOVALS:

The management reserves the right to refuse interment or disinterment, except on written application by the legal representatives or proper authorities. No interment or disinterment shall be permitted, nor shall a body be received unless the proper authorization is furnished prior to disposition.

All openings and closings, all interments and disinterment's, and every aspect of the disposition of human remains shall be done by the management and by whom management grants permission.

All persons attending an interment or disinterment must remain at a safe distance as determined by the management.

Disinterment

No disinterment or removal shall be made except by the management on request of the person(s) with legal authority to direct the same, or by court order prior to time of removal. At least 72-hour notice shall be given prior to any removal. The removal will be made at the convenience of the management, with consideration to inclement weather, weather predictions, and interment schedules. The management may defer an interment or disinterment until a more appropriate time for any reason. All fees associated with any disinterment shall be paid in full prior to the service being provided.

The cemetery shall exercise due care in making disinterment's, but shall assume no liability for damage to anybody, casket, outer burial receptacle, or urn in making a disinterment. When a disinterment is to be made from one grave to another grave and outer burial container was not used for the original interment, an outer burial container meeting the cemetery's specifications must be furnished by the owner or next of kin for the new interment.

Disinterment's require a disinterment permit, a licensed Funeral Director to oversee the disinterment, and a burial vault company to remove and relocate the vault. All associated costs with these requirements are separate from the Floral Hill Cemetery disinterment fee and assessed to the authorizing party or their agent.

Burials

All interments/inurnments are required to give at least 48-hour notice during normal operating hours and 72-hour notice for weekends, holidays, and observance of holidays. All interments/inurnments, whether during or outside normal cemetery operating hours, will be subject to approval by cemetery management.

Services are scheduled to accommodate the family and the clergy in a time frame where both the funeral home and the cemetery can best serve the family. The cemetery cannot properly serve a family if multiple services are scheduled for the same area at the same time. Prior to scheduling a burial, the funeral home must

contact the cemetery or designated cemetery personnel to assure that the cemetery can accommodate the service at the time desired. Services cannot be scheduled without the concurrence of all parties.

No interments or inurnments shall not be permitted until all rights are paid in full. Inurnment fees are applicable for all types of inurnments. Interments or inurnments and memorial placement shall not be permitted until the space is paid for in full.

The family and/or funeral home or director must provide all pertinent information and completed paperwork regarding each interment or inurnment. The cemetery will maintain a record for each interment or inurnment.

Not more than one body shall be buried in one grave space.

All graveside rights must be closed casket. No person shall open the casket during or after the committal service or when casket is being placed.

No pet remains shall be interred in the cemetery either alone or with human remains.

Not more than two cremated remains shall be buried in one grave space unless permission is granted by management. There will be a separate charge for each cremated remains interment or inurnment.

The scattering of cremated remains is prohibited both on common cemetery property and on grave spaces and/or lots where interment rights are owned. All cremated remains are to be interred in retrievable containers, with complete cemetery records afforded for each inurnment.

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

The management shall be in no way liable for any delay in the burial of a body where a protest to the burial has been made, or where the Rules and Regulations have not been complied with, or because of strikes, the elements, an act of God, common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority.

The management assumes no duty for identity of the remains of the deceased and can give no assurance that the remains interred are that of the person shown on the interment authorization executed and delivered to the management. The management relies upon the representation of family, funeral director, or others making such statements of identity for interment authorization, burial permits, or death certificates, and shall have no obligation to independently establish or verify the identity of the remains.

Containers

Remains for interment shall be delivered to the cemetery in a casket or container composed of rigid material such as wood, fiberglass, plastic or metal and shall be of such construction so as to, (1) assure protection to the health and safety of the cemetery personnel, (2) provide proper covering for the remains and (3) meet moral codes for the respect and dignity of the deceased. A full enclosure "dome" or top piece so constructed that in its closed position it completely shields the remains from view at all times, with a rigid bottom, substantial enough not to deflect under the weight of an adult human body shall be required. The management reserves the right to make exceptions for special conditions, oversized or overweight deceased persons, children, limbs, or pathological tissues and other reasons determined by the management.

All burials must be made in a two (2) piece concrete box or vault that is not hinged of type, quality, and construction approved by the management. The use of wooden boxes and sectional boxes shall not be permitted. All boxes and vaults shall be placed and serviced with the direction of the management or a licensee, which installation shall be supervised by management. However, the management assumes no liability in the placement or handling of such boxes or vaults.

All cremated remains of human bodies shall be buried in a permanent, retrievable container and placed inside a vault and must be approved by management.

All containers shall be constructed to resist cracking, puncturing or structural failure as determined by management. Materials used in the construction of a burial container must be impervious to the destructive action of the natural elements contained in the soil.

The cemetery shall not be liable for damage to any casket, burial case, or urn occurring during the removal or burial thereof.

Lot's

The management takes reasonable precaution to protect lot owners, and the property rights of lot owners within the cemetery, from loss or damage; but the cemetery distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially, from damage caused by the elements, acts of God, a common enemy, thieves, vandals, strikers, malicious mischief makers, riots, or orders of any military or civil authority, whether the damage be direct or collateral.

Only the right to inter is conveyed. Floral Hill Cemetery retains all other interest in the space conveyed. All interment rights conveyed to individuals are the sole and separate property of the owner named in the instrument of conveyance.

All Interment rights on lots within Floral Hill Cemetery are considered "For Sale" unless determined by the Cemetery to be unusable due to physical barriers such as trees, roots, infrastructure, utilities, etc. No useable lots or blocks may be held, reserved, or restricted for the convenience of any family or individual, unless that family or individual owns the interment rights for said lot(s) or block.

Interment rights will be conveyed to the purchaser(s) by a cemetery deed. No deed for interment right shall be issued nor shall any right of ownership pass to the purchaser(s), until the purchase price is paid in full.

If no interment is made in an interment lot which has been transferred by deed or certificate of ownership to an individual owner, or if all remains previously interred are lawfully removed, upon the death of the owner, unless he has disposed of the lot either in his will by a specific devise or by a written declaration filed and recorded in the office of the cemetery authority, the interment rights descend to the heirs at law of the owner subject to the rights of interment of the decedent and his/her surviving spouse.

When there are several owners of a lot, or of right of interment in it, each owner must sign and have notarized a written agreement of the right to inter any human remains or cremains, or to transfer ownership or the right of interment. Transfers of interment rights are accomplished through the execution of a Quit claim. This Quit claim must be approved by cemetery management and filed with the City Clerk. Burials cannot be made on interment rights that have not been duly transferred with an approved Quit Claim that has been filed with the City Clerk.

The City of Hoopston Floral does not and will not purchase internments rights from owner(s) nor does the City and/or Cemetery Authority assist in the finding of a

purchaser for said interment rights. If the owner(s) wish to sell interment right(s), the interment right(s) cannot be sold for more than the original purchase amount from the Cemetery Authority and the transfer of interment rights must be executed through a Quit Claim. This Quit claim must be approved by cemetery management and filed with the City Clerk. Burials cannot be made on interment rights that have not been duly transferred with an approved Quit Claim that has been filed with the City Clerk.

The City of Hoopeston Floral Hill Cemetery does not and will not give refunds to an owner of interment rights already purchased, whether by original purchase or through transfer of Quit claim deed.

The City of Hoopeston does not offer payment plans for the purchase of interment rights.

The management reserves to itself the perpetual right of ingress and egress over the cemetery for the purpose of passage to and from other lots.

The management shall not be held responsible for any order given by telephone or email, or for any mistake occurring from the want of precise and proper instructions as to the particular space, size and location in the lot where interment is desired.

Complete records of all lot owners and interments will be kept at the cemetery office and administration office. Because the cemetery is a municipal cemetery and city records are public, information about property owners and interments shall be provided to those who inquire. Record requests may be subject to an administrative fee, which may be charged from time to time by management.

For the protection of lot owners of the cemetery, and to prevent unauthorized transfers and interments, the management shall have complete records of the ownership of all lots in the cemetery. Therefore, the following restrictions are necessary and mandatory concerning sales, transfers, and assignment of all lots: No person shall sell, transfer or assign any lot or any interest therein without complying with this Rule, and all sales, assignments and transfers contrary to the terms of this Rule are void and of no effect, and will not be recognized by the management. Any person desiring to sell, transfer or assign any lot, or any interest therein, shall convey, transfer and assign such lot or their interest unto the cemetery, and the management will, after checking its records or making such other investigation as it may deem necessary, issue to the person(s) to whom the lots owner desires to sell, transfer or convey such lot, or any interest therein, a Cemetery Deed. Any sale, transfer, or assignment of interment rights must follow any restrictions within the cemetery. The

price received for the sale of any lots or grave spaces shall not exceed the current selling price of like property by the cemetery.

Monuments and Markers

Before any person, other than cemetery personnel, does any work on any marker or lot, authorization shall be obtained from cemetery management. No memorial shall be installed without this authorization. Memorials shall be installed at such times as the management may permit, dependent upon committal services and the maintenance activities of the cemetery. No memorial installation shall take place on blocks where interments are scheduled for that day, until such time as the interments are completed.

One headstone and one footstone shall be allowed per grave space.

All monuments and markers shall be made of natural materials.

Only licensed contractors shall be allowed to pour and install footings, memorials, and grave markers. All contractors must be approved by cemetery management. In addition, the monument dealer shall provide to the management of the cemetery proof of general liability, workers compensation, and products liability insurance satisfactory to management and present an insurance certification with the City of Hoopston as an additional insured.

All grave marker and memorials must have a concrete footing. Footing specs must be submitted to cemetery management for approval before any work is commenced.

Memorial and Grave Marker Contractors/Dealers are required to furnish cemetery management for approval a blueprint or sketch of the proposed memorial and/or grave marker, specifying size, location on lot, inscription, and material used before any work is commenced.

Management has the authority to reject any plan or design for any memorial and/or grave marker, on account of size, design, inscription, kin, materials used, or quality of stone is (in the opinion of the management) unsuited to the lot on which it is to be placed. Management reserves the right to stop all work of any nature, whenever, in its opinion, property preparations therefore have not been made; or when tools and machinery are insufficient or defective; or when work is being executed in such a manner as to threaten life or property; or when the monument/grave marker contractor/dealer has been guilty of misrepresentation; or when any reasonable

request on the part of the management is disregarded; or when work is not being executed according to specifications; or when any person employed on the work site violates any rule of the cemetery.

The name or inscription on each marker/monument must correspond with the name and record in the office of the cemetery, and no changes shall be made thereon except upon request of the proper parties and by permission of the cemetery.

The completed work is subject to the approval of the management, and, if unsatisfactory, may be removed.

Should any memorial and/or monument become unsightly, dilapidated, or a menace to visitors, the management shall have the right either to correct the condition or to remove the same, at the expense of the lot owner. The Cemetery and its employees are not responsible for the normal wear and tear of a monument and/or memorial.

No marker shall be removed from the cemetery, except by the management, unless with written order of the owner and permission granted by management.

Any monument contractor performing installations of memorials and/or grave markers shall insure that the cemetery grounds are not injured by the installation and that all excess materials, rubbish, and other waste is cleaned up and removed from the premises, and that the grass, or other ground cover is restored; and to ensure that the memorial was not damaged in installation. In the event this is not done to satisfaction, the management will charge the monument contractor for costs of correction restoration.

Any monument contractor who refuses or fails to comply with these Rules and Regulations shall not be given the privilege to enter on the cemetery grounds for installation purposes until compliance is affected.

Corrections

The management reserves, and shall have, the right to correct any errors that may be made by it either in making burials or removals, or in the description, either by canceling such conveyance and substituting and conveying in lieu thereof other interment property, of equal value and similar location as far as possible, or as may be selected by the management, or by refunding the amount of money paid on account

of said purchase. In the event the error shall involve the burial of the remains of any person in such property, the management reserves, and shall have, the right to remove and bury the remains in such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The cemetery shall have no liability as a result of any errors of the type described herewith other than its obligation to take the remedial actions described.

CHAPEL

Rental

The Chapel located in the Cemetery will be made available for use for a \$200 per day rental fee along with a \$200 deposit. Rental requests can be made at the Administration Office in City Hall, 301 W Main St. All rental requests must be approved by Cemetery Management.

CEMETERY SERVICES PRICE LIST: Effective March 15, 2022

***All services must be approved by Cemetery Management before scheduling and an agreement must be signed.**

Lot Prices:

1 GRAVE SPACE	\$350.00
2 GRAVE SPACES	\$650.00
3 GRAVE SPACES	\$950.00
4 GRAVE SPACES	\$1250.00
5 GRAVE SPACES	\$1550.00
6 GRAVE SPACES	\$1850.00
7 GRAVE SPACES	\$2150.00
8 GRAVE SPACES	\$2450.00
BABY GRAVE SPACE IN DESIGNATED AREA	\$175.00

Grave Opening Fee:

FULL GRAVE – Weekday	\$650.00
FULL GRAVE – Saturday	\$750.00
FULL GRAVE – Sunday, Holiday, Holiday Observance, & Holiday Weekends Observed (<i>Holiday calendar available upon request</i>)	\$1250.00

Cremation Grave Opening Fee:

1 CREMAIN – Weekday	\$350.00
1 CREMAIN – Saturday	\$450.00
1 CREMAIN – Sunday, Holiday, & Holiday Observance	\$900.00
2 CREMAIN – Weekday	\$600.00
2 CREMAIN – Saturday	\$750.00
2 CREMAIN – Sunday, Holiday, Holiday Observance, & Holiday Weekends Observed (<i>Holiday calendar available upon request</i>)	\$1050.00

Baby Grave Opening:

BABY – Weekday	\$300.00
BABY – Saturday	\$450.00
BABY – Sunday, Holiday, Holiday Observance, & Holiday Weekends Observed (<i>Holiday calendar available upon request</i>)	\$750.00

Disinterment Fee:

FULL GRAVE	\$1500.00
ASHES & BABY GRAVE	\$900.00
<i>*Additional \$250 charge for disinterment scheduled on Weekend, Holiday, Holiday Observance, & Holiday Weekends Observed (Holiday calendar available upon request)</i>	

Ceremonial Service without Interment:

BEFORE 1 PM	\$100.00	1 PM OR AFTER	\$150.00
<i>*Additional \$100 charge for ceremonial service only scheduled on Weekend, Holiday, Holiday Observance, & Holiday Weekends Observed (Holiday calendar available upon request)</i>			

Ceremonial Service in Chapel through Funeral Home: \$200.00

**The above list of services that begin at the Cemetery 1:00 pm or later will be charged an additional \$100.00 fee unless otherwise specified.*

**There will be a 50% surcharge added to each Cemetery Service with a 48 hour or less notice.*

