

PALMDALE CEMETERY

Cemetery Improvement Standards

Please note that the Palmdale Cemetery is closed to future internments (with limited exceptions, subject to California Health & Safety Code section 8825). The spreading or disposal of cremated remains or ashes at the Palmdale Cemetery is strictly prohibited.

Introduction

Over the years, the Palmdale Cemetery has deteriorated due to many things, including the harsh desert climate and vandalism. It is the City of Palmdale's desire that family members be able to restore gravesites and family plots to their original or similar condition. It is the City of Palmdale's intention to preserve Palmdale Cemetery's historic significance and its western High Desert appearance.

Relatives of the deceased interred at the Palmdale Cemetery will be allowed, until July 16, 2009, to restore or replace any deteriorated, vandalized, or previously removed grave markers, monuments, headstones, or other embellishments located on the graves of their relatives, subject to the approval of the City of Palmdale.

Permit to Make Improvements

Written permission from the City of Palmdale Department of Public Works is required prior to conducting any work at the Palmdale Cemetery. Anyone wishing to make improvements to an existing gravesite or family plot should contact Gordon Phair at (661) 267-5300. Improvements are categorized as either "Restoration/Refurbishment of Existing," or as "New and/or Upgrade of Existing." All work must be completed by July 16, 2009.

The following documents must be provided in order to receive permission to perform any work at the cemetery:

1. Proof of relation to the interred, or written permission from a proven relative. Exceptions may be made for the following:
 - a. In the event that no living relative can be found, the individual or organization wishing to make improvements shall provide proof of written notice in the Antelope Valley Press, twice in a two-week period, at least thirty (30) days prior to any work. The notice shall properly specify the name of the Palmdale Cemetery, the name of the interred, the type of improvements to be made, when the improvements will be made, the contact information for the individual or organization wishing to make improvements, and the contact information for the City of Palmdale.
 - b. In the event that the interred is unknown or uncertain, or the grave is unmarked (yet known to exist), the individual or organization wishing to make improvements to the grave may proceed without proof of relation or written permission, subject to these Standards. Due to the uncertainty of the interred, no name marker shall be allowed.

- c. If an individual or group wishes to provide a common memorial to the unmarked graves, they may proceed without proof of relation or written permission, subject to these standards.
 - d. If an individual or group wishes to provide a common memorial to those with unknown or uncertain locations, they may proceed without proof of relation or written permission, subject to these standards. Only those names with written records indicating Palmdale Cemetery as the place of interment may be included in such a memorial.
2. An acceptable Work Plan.
 3. Completed Right of Entry and Waiver of Liability Form, Exhibit A.

Written permission from the City of Palmdale Department of Public Works shall only be provided upon the acceptable submittal and approval of the above documents. All work shall be subject to the prior written approval of the City of Palmdale, in its sole and absolute discretion.

Restoration/Refurbishment of Existing Improvements

Pre-existing improvements are exempt from height restrictions, material standards and aesthetic guidelines. For the restoration and/or refurbishment of pre-existing grave markers and family plots, the following shall apply:

1. All of the original materials shall be allowed for use and/or re-use in any restoration and/or refurbishment work.
2. Restoration and refurbishment shall be limited to work that attempts to “restore” the original appearance of the grave marker or family plot, which may include a full replacement of the original.
3. Any modifications that alter the original appearance, including new materials and/or heights, shall be subject to the requirements under “New and/or Upgrade of Existing Improvements,” “Material Standards” and “Aesthetic Guidelines.”

New and/or Upgrade of Existing Improvements

New and/or upgrade of existing improvements are subject to material standards and aesthetic guidelines. For new and/or upgrade of pre-existing grave markers and family plots, the following shall apply:

- A. Only grave markers that are similar to those already existing at the Palmdale Cemetery may be placed. Other improvements to graves, such as flower holders and flag holders, are subject to the following:
 1. Must conform to the “Materials Standards” requirements.
 2. Must be at ground level.
 3. Must conform to the “Aesthetic Guidelines” requirements.
 4. Walkways, statues and gargoyles are not allowed for individual graves.

- B. Only family plot boundaries (edging, walls and fences) that are similar to those already existing at the Palmdale Cemetery may be placed. Other improvements to family plots are subject to the following:
1. Must conform to the “Materials Standards” requirements.
 2. Must conform to the “Aesthetic Guidelines” requirements.
 3. Walkways, statues and gargoyles may be allowed for family plots.

Materials Standards

New materials allowed for use in the cemetery are limited to the following:

- A. Grave Markers – Bronze, steel, iron, aluminum, marble, granite, stone, wood and faux wood materials are acceptable; Plaques, markers, headstones, gravestones and tablets are acceptable; Upright, flat, bevel-top, flush and slant are acceptable; Secular and religious markers are acceptable; Flammable, photographic, digital and electronic items are not acceptable.
- B. Family Plots – Marble, granite, concrete, stone, gravel, wood, faux wood and black iron materials are acceptable; Blocks walls, black iron fencing and scalloped edging are acceptable; Secular and religious items are acceptable; Flammable, photographic, digital and electronic items are not acceptable.
- C. Subject to a maximum height of three feet (3’) measured from the ground.
- D. Subject to the “Aesthetic Guidelines” requirements.

Aesthetic Guidelines

Improvements must conform to the following:

- Must be in keeping with the western High Desert appearance.
- Must not detract from the existing appearance of the grave, family plot or cemetery.
- Must be similar in style and appearance to the grave marker or other existing improvements.
- Must not be offensive or in poor taste.

Work Plan

A Work Plan must be prepared and submitted for review. The Work Plan shall conform to the requirements of these Standards. A Work Plan shall include any and all drawings, sketches, details, notes, list of materials, special accommodations, access restrictions, renderings, photographs and manufacturer’s brochures necessary to adequately identify the work to be accomplished. It shall also include the name of the interred or the family plot, the contact information of those wishing to make improvements, a schedule for making the improvements, the names of any agents, employees or contractors that will be involved in making the improvements.

On-Site Work Requirements

The following conditions shall apply to all on-site work, in the noted order of priority:

1. Public access to the site is not implied permission to conduct any work.
2. Work must be conducted in a safe and legal manner.
3. Work must be completed according to the approved Work Plan.
4. Work must accommodate visitors to the cemetery, unless otherwise approved under the Work Plan.
5. Work must be completed during normal business hours, 8:00 am to 5:00 pm, seven (7) days per week, unless otherwise approved under the Work Plan. Gates are opened at 8:00 am and closed at 5:00 pm daily.
6. Work may not utilize the vehicle gates and interior gravel road, unless otherwise approved under the Work Plan.
7. Work may not utilize other parts of the cemetery, unless otherwise approved under the Work Plan.
8. Work may not restrict the public from access to a grave or family plot, unless otherwise approved under the Work Plan.
9. Workers must respect the rights of the public to visit the cemetery and view the gravesites.
10. No other special accommodations, other than those listed herein, will be made.

EXHIBIT A
RIGHT OF ENTRY AND WAIVER OF LIABILITY FORM

This Agreement (“Agreement”) for Right of Entry and Waiver of Liability is entered into between the City of Palmdale (“City”), as the owner of the real property commonly referred to as the Palmdale Cemetery (“Cemetery”), and _____ (“Applicant”).

THE PARTIES AGREE AS FOLLOWS:

1. Property. City has legal title to, and possession of, certain real property in the City of Palmdale, County of Los Angeles identified as Assessor’s Parcel Number 3019-015-022 and located at the corner of 20th Street East and Avenue S, Palmdale, California (“Property”).

2. Right of Entry. City grants permission to the Applicant, its agents, employees, representatives, contractors, and assigns, to enter upon the Property for the limited purpose of performing restoration work, as more specifically outlined in the City authorized Work Plan, attached hereto as Exhibit “1”. Applicant shall not perform any work not listed in the Work Plan.

3. Conformance with Cemetery Improvement Standards. Applicant warrants that all work being performed pursuant to this Agreement will conform to the Cemetery Improvement Standards and the City authorized Work Plan. Further, Applicant understands and agrees that, if any work performed pursuant to this Agreement is determined by the City, in its sole discretion, to violate the Cemetery Improvement Standards or the City authorized Work Plan, that work will be removed at the sole cost of Applicant.

4. Indemnity. City and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, “Indemnitees”) shall have no liability to Applicant or any other person or entity, and Applicant shall indemnify, defend, protect, and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorney’s fees and disbursements, which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of, or arising out of, any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or otherwise occurring as a result of, or allegedly caused by, Applicant’s work performed pursuant to this Agreement. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Applicant has agreed to indemnify Indemnitees as provided above, Applicant, upon notice from the City, shall defend Indemnitees at its expense by counsel acceptable to the City.

5. Term. Applicant's Right of Entry shall commence on _____ and terminate on _____. The remaining terms of this Agreement, including the Indemnity clause, shall continue to remain in effect indefinitely or as otherwise provided by law.

6. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

7. Authority. The individuals signing this Agreement represent and warrant that he or she has the requisite authority to bind the party on whose behalf he or she is signing.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and the final, complete and exclusive expression of the terms and conditions of their agreements. Any and all prior agreements, representations, negotiations and understandings made by the parties, oral or written, express or implied, are hereby suspended and merged herein.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

Applicant

City of Palmdale

Print Name:
Applicant

Michael J. Mischel
Director of Public Works

Date

Date

Attest:

City Clerk

Approved as to Form:

City Attorney