

# LEXINGTON CEMETERY POLICIES

Policy# 703-05

Revised 8/2023

## A. Cemetery Pricing Policy:

### Gravesite:

Resident	\$485
Resident ½ Gravesite *	\$245
Non-Resident	\$900
Non-Resident ½ Gravesite *	\$450

### Interments:

Resident, Weekdays	\$520
Resident, Weekends & Holidays	\$660
Non-Resident, Weekdays	\$660
Non-Resident, Weekends & Holidays	\$795
Resident, Child (under 1 year)	\$280
Non-Resident, Child (under 1 year)	\$550

### Cremated Ashes:

Resident, weekdays	\$200
Resident, weekends/holidays	\$225
Non-Resident	\$250
Non-Resident weekends/holidays	\$275

### Disinterment/Removal:

Pricing is determined by scope of work required

\*1/2 gravesites are only sold in areas designated for cremated ashes.

## B. Definitions:

The following words, terms, and phrases, when used in this policy, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

**Cemetery** means any cemetery owned and operated by the Village.

**Cemetery Board** means a committee consisting of no less than three or more than five individuals appointed by the Village Council.

**Columbarium/Cremation Headstone** means a structure for the inurnment of cremated remains in lieu of burial.

**Cremation Section** means an area of the cemetery reserved for cremated remains only.

**Double marker** means a monument which is larger and is placed upon two graves or gravesites.

**Family monument** means a monument which is larger and is placed upon a family lot.

**Family Lot** means a lot for a family or some other group which consists of at least 8 individual graves or gravesites in a single block and owned by a single person.

**Flower urn** means a receptacle for the planting of flowers made of durable concrete, granite, marble, standard bronze, or other material equivalent in durability approved by the Sexton.

**Gravesite** means a burial space 4 feet wide by 9 feet long.

**Grave** means a gravesite at which there has been an interment.

**Interment** means burial of human remains.

**Inurnment** means placement of cremated remains in a columbarium or gravesite.

**Lot** means a land area 16 feet wide by 18 feet long which equals a maximum of 8 gravesites.

**Marker** means a memorial made of durable granite, marble, standard bronze, or other material equivalent in durability approved by the Sexton. Flush markers are level with the turf while bevel or slant markers extend above the turf.

**Monument** means a tombstone or memorial which extends above the turf made of durable granite,

marble, standard bronze, or other material equivalent in durability, approved by the Sexton.

***Resident*** means a person who:

- (1) Is an eligible voter or could effectively register to be an eligible voter in the Village;
- (2) Claims a homestead exemption, as defined by state law, on property in the Village, for which the person paid Village property taxes in the preceding year and which the person still owns;
- (3) Is a minor child or lives within the Village as a dependent of a person who qualifies as a resident;
- (4) Has qualified as a resident under subsection (1) or (2) of this definition and moved directly from the Village to a nursing home, licensed under the Adult Foster Care Facility Licensing Act, Michigan Public Act NO. 218 of 1979 (MCL 400.701 et seq.), or some successor statute and remained continuously in that or some other licensed nursing home; or
- (5) Has qualified as a resident under subsection (1), (2), (3), or (4) of this definition during the preceding six months.

***Sexton of the Cemetery*** means the individual appointed by the Cemetery Board to manage a cemetery.

### **C. Liability:**

Neither the Sexton nor the Village employees working in the cemetery shall be liable for floral arrangements, decorations, monuments, or makers. The Village shall not be liable for damage of any kind that may occur to such items in the normal course of cemetery operations. No officer, agent, or employee of the Village shall be liable for any damage which may appear to any persons as a result of any act, decision or other consequence or occurrence arising out of the discharge of duties or responsibilities pursuant to this policy. The Village shall not be held responsible for damages by elements, acts of God, common enemies, thieves, vandals, strikers, malicious makers, explosions, unavoidable accidents, invasion, insurrections, riots, or the order of any military or civil authority, whether the damages may be direct or collateral.

The cemetery shall generally open at 7:00 a.m. and close at 9:00 p.m. for visitation each day; all such times are subject to change according to the discretion of the Village council. Any person who gains entrance or is found in the cemetery after 9:00 p.m. and before 7:00 a.m. the next day may be treated as a trespasser and prosecuted under this policy. Village Hall office hours generally are Monday to Friday, 8:00 a.m. to 4:00 p.m.

### **D. Fees:**

- (1) All fees or charges for services shall be payable to the Village and paid at the Village Hall or to a designee of the Village clerk. Such charges or fees shall be established, subject to change, by resolution of the Village Council.
- (2) No other Village employee may solicit or accept any form of payment or gratuity for work or services rendered. Village employees at the cemetery are not permitted to do any work for burial rights holders or interested parties except upon the direct order of the Sexton.
- (3) The Village Council may establish lower fees for residents than it establishes for those persons who are not residents.
- (4) The full purchase price of the designated gravesites and the full fee for a grave opening shall be paid before any proposed interment occurs. A deed will be issued upon full payment.
- (5) Arrangements for the payment of any further indebtedness due to the Village for an interment

in the cemetery shall be made before the proposed interment occurs.

(6) The charges for any disinterment or removal shall be paid in advance.

(7) Fees not paid within 30 days of purchase agreement shall result in cancellation of the agreement.

**E. Records:**

The Sexton or designee shall be responsible for all cemetery records, including all interments, burial permits, sale of gravesites. Cemetery records shall be kept separate from any other records of the Village.

**F. Sale of Gravesites:**

Gravesites shall be sold by the Village at prices established by resolution of the Village council. The sale of gravesites grants a right of burial only and does not convey any other title to the gravesite/grave or burial sold. No sale shall be made to funeral directors in their role as funeral directors; any sales to funeral directors shall be to them as individual persons to the extent they are eligible to purchase gravesites under this policy. ½ gravesites shall only be sold in areas designated for cremated ashes.

**G. Transfer/Sale Back to Village:**

Any transfer of a gravesite must be documented by written notification to the Sexton by the owner. The Sexton shall record transfers in the official records. No gravesite shall be purchased or sold or rights transferred for speculative purposes. Burial rights may only be transferred to those persons eligible to be original purchasers of gravesites.

The Village will buy back gravesites at the original purchase price. The seller must provide proof of ownership and purchase price. A gravesite owner may gift gravesites to local churches.

**H. Descent:**

Ownership of a gravesite shall descend as directed by will or other suitable document signed by the assignor. In the abuse of such will or other suitable document, the gravesite shall descend as personal property under the applicable status of the state. Gravesites remaining unused for 75 years or greater may be researched and reclaimed by the Village.

**I. Conduct at Funerals:**

All cemetery work of any description being conducted in the general area of a funeral shall cease while the funeral is being conducted. All trucks and workers shall withdraw a reasonable distance from the location of the funeral. The Sexton shall have the authority and discretion to enforce this section as deemed necessary.

**J. Operation of Vehicles; Regulation of Roads, Drives and Walkways:**

- (1) No person may drive a vehicle in excess of ten mph in the cemetery.
- (2) No easement or right of interment shall be granted to any person in any road, drive, alley, walk or aisle within the cemetery. However, such roads, drives, alleys, walks, or aisles may be used when necessary as a means of access to locations in the cemetery if they are devoted to that purpose.
- (3) All persons within the cemetery shall use only the designated roads, drives, alleys, walks and aisles. However, a person may carefully walk upon or cross graves, gravesites or lawns when necessary to gain access to a grave or gravesite.
- (4) Any vehicle parked on the grass may be ordered removed by the Sexton and the owner and/or operator shall be responsible for all costs.
- (5) No person may operate a vehicle in the cemetery for recreation purposes.
- (6) No person may park a vehicle in front of an open grave unless the person is attending the funeral pertaining to such open grave and the parking area is not otherwise reserved.
- (7) No person shall enter the cemetery except through permitted point of entry.

**K. Funerals:**

- (1) No funeral procession shall enter the cemetery unless authorized by the Sexton. Once in the cemetery, a duly authorized funeral procession shall proceed according to and under the direction of the Village employees until completion. Funeral directors must present the necessary burial or transit permit as requested by the state law together with appropriate identification of the person to be interred in the gravesite.

**L. Conduct of persons:**

- (1) Within the cemetery, all persons are prohibited from picking flowers (wild or cultivated), breaking or injuring any tree, shrub or plant, or writing upon, defacing or destroying any memorial, marker, fence or other structure. No person may destroy or otherwise disturb the birds or other animal life within the cemetery unless authorized by the Sexton.
- (2) Within the cemetery, no person may loiter, litter, use profane language, or bring in or consume alcohol. No person may possess firearms without the approval of the Sexton unless the person is a duly authorized law enforcement officer or a duly authorized military escort for a veteran's funeral or memorial service.
- (3) No person may walk or allow dogs or other animals in the cemetery.
- (4) Peddling of flowers or plants or soliciting the sale of any commodity, other than gravesites by the Sexton, is prohibited within the cemetery.
- (5) No signs, notices, or advertisements of any kind shall be allowed in the cemetery unless placed by authorized Village employees.
- (6) Proper conduct must be observed on cemetery grounds at all times. The cemetery shall not be used as a place for recreational activity. The Sexton shall have the authority to direct the removal from the cemetery any person who acts in a disrespectful manner or without proper decorum.
- (7) Persons conducting business on the grounds of the cemetery must furnish proof of insurance/license upon request by the Village or Sexton.

**M. Sundays and Holidays:**

Interments, disinterments, or removals shall be subject to an additional fee set by the Village Council

and added to the regular interment charge if they occur on Saturdays, Sundays or any of the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and any additional holidays specified by the Village Council.

**N. Interment, Disinterment:**

- (1) Notice of interment, including exact location of the grave, must be given to the Sexton at least 24 hours in advance of the proposed interment. The proposed time of the interment must be approved by the Sexton. Seven-day notice is required prior to any proposed disinterment or removal. The Sexton may delay an interment until a more appropriate time if the remains arrive at the cemetery entrance after 4:00 p.m., if two or more funerals arrive at the same time or approximately the same time, or if the interment is to occur on a Saturday, Sunday, or holiday. If two or more funerals arrive at the same time or approximately the same time for interment, if the remains arrive at the cemetery entrance after 4:00 p.m., or if the interment is to occur on a Saturday, Sunday, or holiday, an additional fee established by resolution of the Village council shall be added to the regular interment charge.
- (2) Except as provided in this section, only one full burial may be interred in a gravesite. A parent and an infant child under 1 year, or two children of less than three years of age, may be interred together if they are interred at the same time. In extraordinary circumstances, the Sexton may approve other multiple interments in a single gravesite.
- (3) Interments shall be limited to the following:
  - (a) One (1) adult size casket/vault and one (1) urn of cremated ashes or one (1) child size casket/vault and two (2) urns of cremated ashes per gravesite.
  - (b) Four (4) urns of cremated ashes with or without urns per gravesite.
  - (c) Two (2) urns or cremated ashes per ½ gravesite.
  - (d) No full burials where a columbarium / cremation headstone is present.
- (4) Cremated remains sent or delivered to the Village shall be permanently interred within a period of four working days after receipt. Cremated remains delivered by a local funeral home must have prearranged interment plans. If arrangements are not made for permanent interment within those time periods, the Village shall not be liable or responsible for damage to or loss of cremated remains or the container holding the remains.
- (5) Cremation vaults are not required, but are permitted.
- (6) No gravesite shall be used for any purpose other than the burial of the human dead.

**O. Cremation Section:**

No monuments other than the designated monument established by the Village are permitted. Cremated remains shall be identified on the designated monument by name and dates of birth and death. Names may be placed on the designated monument prior to interment, or even prior to death, so that persons such as husbands and wives may be listed together if a gravesite has been purchased for all individuals listed. Two flags in holders placed by the Sexton will honor all veterans in the cremation section; no other flags or flower urns will be permitted. Two cremated remains are permitted in a ½ gravesite.

**P. Vaults:**

In order to maintain a standard care and to eliminate sunken graves caused by the collapse of wood or metal containers, all full burials must be made in standard vaults made of concrete or other material approved by the Sexton. Reinforced plastic or combination units may be used for infant interments or

cremains only. Vaults are not required for interment of cremains.

**Q. Handling of Errors:**

- (1) The Sexton shall have the right to correct any errors involving interments, disinterments, or the description, transfer, or conveyance of any grave or gravesite.
- (2) When an interment is to be made in the cemetery, the location of the interment shall be designated by the owner of the gravesite or by heirs of the owner. The Sexton may reject any proposed location of interment if such location would not be consistent with the appearance of surrounding gravesites. The Sexton shall then have the right to designate an alternative location for the interment. No damage liability shall attach because of any error made by the Sexton in so designating the location of interment,
- (3) All interments, disinterments, and removals, shall be completed by Village employees.

**R. Decor Removal:**

The Sexton may remove or order to have removed all floral designs, trees, shrubs, plants, or herbage of any kind, and may also remove toys or any other kind of non-green decoration as soon as such items become unsightly, detrimental or diseased, in the opinion of the Sexton. The Village has no responsibility to return to the owner any item the Sexton so removes or orders removed. Spring clean-up will occur each year to remove any unclaimed items and other debris from the grounds. Notice will be provided by posting the date prior to clean up.

**S. Winter Decor, Flowers, Flower Urns, Plantings, Shrubs, Flags:**

- (1) Winter decorations or artificial wreaths may be placed on graves or gravesites from November 1 through April 1. Grave blankets and wreaths may be placed at the base of the headstone markers utilizing wire or wooden stages to securely position. Blankets and wreaths will be removed during the spring clean-up.
- (2) Real or artificial flowers are allowed and must be secured. All other flowers shall be removed. Flowers may be tastefully planted adjacent to the headstone markers. Mulch, coverings of stones, marble, plastic, or wood chips, bricks, stones, plastic edging, and other borders are not permitted.
- (3) Flower urns unattended for three years will be removed by the Sexton. The flower units may be claimed by the owner until otherwise disposed of by the Sexton according to the Sexton's discretion. Flower urns shall have a maximum height of 20 inches and a maximum diameter of 16 inches.
- (4) All planting of trees, shrubs, plants, or perennial flowers on graves or gravesites is strictly prohibited. For safety reasons, the use of metal rods, wooden posts or crosses, or other such materials for stabilization of decorations or the placing of chairs, settees, glass jars, wood or iron cases or tin cans is strictly prohibited. All items mentioned and any others which are unbecoming to good décor and safety, according to the discretion of the Sexton, are subject to removal. Dead flower baskets will be removed throughout the year. All baskets must be removed by October 30<sup>th</sup>.
- (5) All new plantings on a gravesite, and the location of the plantings, must be approved by the Sexton.
- (6) The Village may, in its discretion, place flags of the United States of America on the graves of service personnel a few days prior to Memorial Day. Such flags shall be removed after the celebration of Veterans Day. The flag of the United States of America will be displayed on the central flag pole from May 15<sup>th</sup> to November 15<sup>th</sup> of each year. Individual gravesite

patriotic flags of less than one square foot may be displayed during the same time period. All gravesite flags must be removed by October 30<sup>th</sup> of each year.

**T. Memorials, Temporary Memorials:**

- (1) No memorial which is not a monument or a marker under the terms of this policy may be placed in the cemetery.
- (2) A temporary metal or plastic nameplate may be used to identify a grave for a period not to exceed six months from the date of interment.

**U. Family Monuments:**

Only one family monument shall be allowed on a family lot. Individual markers may be used in conjunction with a family monument.

**V. Monument and Marker Placement, Number of Monuments or Markers, Monument and Marker Size:**

- (1) Monuments and markers shall only be placed in the cemetery with prior arrangement with the Sexton.
- (2) All monuments and markers shall be placed on the front boundary line of each grave or gravesite, or at the head of the body unless previously existing conditions prevent such placement. In that event, the marker or monument shall be placed according to the discretion of the Sexton, taking into account the location of monuments and markers on adjoining graves and gravesites. The Sexton shall determine the direction that any marker or monument faces. However, in no event shall the actual placement of the monuments and markers be accomplished by or at the expense of the Village. Only one upright marker or columbarium/cremation monument shall be placed at a single gravesite. All subsequent burial markers must be flush with the ground. Exceptions must be approved by the Sexton.
- (3) Only one monument or marker may be used to identify a grave.
- (4) The table in this section is for monument and marker sizing and shall be followed by all companies and dealers who deliver monuments to the cemetery. Any monument or marker delivered to the cemetery with oversized dimensions shall be unacceptable and subject to immediate removal. However, because monumental stone is a natural product and is difficult to conform to absolute dimensions and fabrications, a tolerance of one-half inch is allowed for specific dimensions. This tolerance applies to both the base and the die. Headstone foundations are required and must be constructed by the headstone/monument providers or other qualified agents.
- (5) If the Sexton determines that any monument, marker, or decoration is indecent, profane, pornographic or otherwise offensive to the Village community, the monument, marker, or decoration may be immediately removed from the cemetery.

Type of Memorial	Max. Width (inches)	Max. Depth (inches)	Max. Height (inches)
Flush Marker	28	14	4 (below surface for flush marker)
Bevel Marker	28	14	
Slant Marker	28	14	All others: In excess of 60 (5 feet)
Double Marker	48	14	must be approved by Sexton
Monument	32	14	
Columbarium/ Creamation Marker	48	14	
Family Monument	Must be approved by Sexton		

#### **W. Grading and Surface Materials:**

The grading of graves, gravesites, and grounds shall be performed only by Village employees or others authorized by the Sexton. Any ground surface other than sod is prohibited.

#### **X. General maintenance:**

The Village reserves the right to remove or trim any tree, plant, shrub located within the cemetery in the interest of the property maintenance, appearance, and use of the cemetery.

#### **Y. Perpetual Care:**

- (1) All gravesites shall be sold with perpetual care benefits for the amounts established by the Village Council. Perpetual care includes, without limitation and according to the Village's discretion, the cutting, trimming, sprinkling, and fertilizing of the grass, the raking and cleaning of the grounds, the replacing of the turf under certain conditions, and the pruning of shrubs or trees, all at reasonable intervals as determined by the Village.
- (2) The perpetual care assumed by the Village shall in no case mean the maintenance, repair or replacement of any marker, monument, flower urn or other memorial placed or erected upon graves or gravesites, or the performance of any special unusual work which the Village determines to be beyond the scope of perpetual care.
- (3) The Village reserves the right to perform all the work for the care and upkeep of the cemetery. However, this reservation shall not be interpreted to add to the Village's responsibilities under this policy. No person other than a Village employee, or person under contract with the Village for this purpose, may spread any kind of fertilizer on the cemetery property.

#### **Z. Expectations:**

Special cases may arise in which the literal enforcement of a provision of this policy may impose an undue and unnecessary hardship. Notwithstanding any such provision to the contrary, the Cemetery Board may make such exceptions, suspensions or modifications of any applicable provision of this policy as deemed appropriate. Any such exception, suspension or modification shall not be constructed as affecting the general application or intent of the provisions of this policy. Any such exception and the reasons for it shall be noted in the cemetery records.

#### **AA. Existing conditions:**

Notwithstanding any provisions in this policy to the contrary, no conditions existing in the cemetery as of the date of adoption of this policy shall be deemed a violation of this policy, if the condition continues to exist without interruption, and if the Sexton does not determine that the condition is a threat to public safety.

However, deterioration of any existing conditions constitutes a change or interruption and is subject to



modification or removal.

**BB. Violations:**

Persons or owners of graves/gravesites found in violation of this policy shall be given written notice and request to correct the violation, when an owner is known. Written notice shall give a 30 day notice to correct the violation. If, after appropriate notice is given, the violation is not corrected, the Sexton shall arrange for the violation to be corrected. Any person violating any provisions of this policy shall be responsible for a municipal civil infraction, subject to enforcement procedures as set forth in the Village ordinance pertaining to municipal civil infraction. Any appeal of provisions of this policy, before or after the fact, shall be made according to the Village appeal process.

**CC. Cemetery Board:**

- (1) The Cemetery Board shall make recommendations to the Village Council for long range planning of the cemetery.
- (2) The Cemetery Board shall make recommendations to the Village Council for rules or for changes to this policy
- (3) The Cemetery Board shall consider prompt appeal by persons of decisions by the Sexton. The decisions by the Cemetery Board shall be final. The Cemetery Board shall grant the appeal with or without conditions, deny the appeal, or modify the appeal, with or without conditions. The Cemetery Board shall attempt to maintain consistency of decisions, absent a specific finding of a reason to justify a variation from prior Cemetery Board decisions.
- (4) The Cemetery Board may consider and make recommendations to the Village Council concerning any other matters pertaining to the cemetery.