

CITY OF LEXINGTON
CEMETERY RULES AND REGULATIONS

Introduction

The Lexington, Nebraska, cemeteries, being Greenwood Cemetery and Evergreen Cemetery, are owned and operated by the City of Lexington, Nebraska, and are governed by the Lexington City Council.

In order to keep the cemeteries in good condition, it is necessary to adopt certain rules and regulations governing the cemeteries and to enforce them, since deviation from the rules would jeopardize the perpetuity and beauty of the cemeteries. We trust that lot owners will appreciate the fact that these rules are adopted for their protection and they will at all times cooperate with the City in their observance.

Rules and Regulations

For the mutual protection of every lot or space purchased, these rules and regulations are hereby adopted as the rules and regulations of the Lexington Cemeteries. All property owners and visitors within the Cemetery, and all lots or spaces sold, shall be subject to said rules and regulations, and subject, further to such rules and regulations, amendments, or alterations as shall be adopted by the City of Lexington from time to time; and the reference to these rules and regulations in the certificate of ownership of lots or spaces shall have the same force and effect as if set forth in full therein.

A. Definitions

1. Lot and Space defined. “Lot” refers to a specific group of spaces or grave sites which are assigned the same lot number. Within each lot there will be 4 to 10 spaces or graves. A space or grave is defined as ground in the Cemetery used, or intended to be used, for burial. A lot may not be used for any other purpose than as a place of burial for the dead or as a memorial for the dead.
2. Memorial and Monument Defined. “Memorial” means a monument, marker, table, headstone, tombstone, or crypt nameplate. “Monument” means a tombstone or memorial of granite, or other approved stone, which shall extend above the surface of the ground, unless otherwise specified.

B. Lots and Spaces

1. Persons desiring to purchase a lot in either cemetery are referred to the Community Service Director, who will have available suitable plats showing size and price of lots, and such other information as may be required, and will assist those interested in purchasing a lot.

2. The title to a cemetery lot invests in the owner the right to use such lot for burial purposes only, for themselves, their heirs, or for any such persons as they may choose to admit, provided such admission is free of charge and without compensation and in accordance with Cemetery Rules and Regulations.
3. The ownership or right in or to an unoccupied Cemetery lot, part of lot, lots or parts of lots, in the Cemetery shall, upon abandonment revert to the City. The determination of abandonment and procedures associated therewith shall be as provided by §12-701 and §12-702, R.R.S.
4. The subdivision of lots is not allowed. No one shall be buried in any lot not having any interest therein, except by written notarized consent of all parties interested in such lot; provided however, a relative of any record owner may be buried in said lot as provided in these rules or in the laws of the state.

C. Interments and Disinterments Generally

1. Besides being subject to these rules and regulations, all interments, disinterments and removals are made subject to the orders and laws of the properly constituted authorities of the City, County, and State.
2. All interments, disinterments and removals must be made at the time and in the manner and upon such fees as fixed by the City of Lexington. Fees for the cemetery services must be paid at the time of the order to inter or disinter is issued.
3. All fees for opening and closing graves, sale of lots, and for maintenance and services at the Cemetery will be regulated by the City, as approved by the City Council. Such charges may be changed from time to time without advance notice.
4. No interments, disinterments, removals, or interment service shall be permitted on Saturday afternoons, Sunday, or any of the following holidays: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING, or CHRISTMAS.

D. Interments

1. The Cemetery reserves the right to insist upon at least twenty-four (24) hour notice prior to any interment, and thirty-six (36) hour notice in winter when the ground is frozen. When the day of interment follows a Sunday or any other legal holiday forty-eight (48) hour notice is needed prior to any such interment.
2. No burials shall be permitted in the Cemetery except those enclosed in metal or concrete burial vaults, and the top of these must be at least two feet below the surface of the ground. Substitute boxes and vaults must be approved by the Community Service Director before such use will be permitted. For infant burials only, vault and casket combination units may be permitted if approved by the Community Service Director.

3. No grave shall be covered with anything other than dirt. No cement, stone, granite, marble or artificial substance may be used for the covering of any grave.
4. Only one interment shall be made in a single grave, except in the cases of mother and infant child, twin children or two children buried at the same time, cremated remains, or multiple burials of human embryonic remains (pre-fetus stage). However, when duly authorized a cremation may be interred above an existing grave.
5. No interment of pets shall be allowed in the cemeteries.

E. Disinterments

1. The Cemetery reserves the right to insist upon at least one week's notice to the Community Service Director prior to any disinterment or removal. Disinterment may be made only on written consent of the Cemetery and written consent of the owner, or owners of the Cemetery lot, and of the surviving wife or husband, children and parents of the deceased. Duly authorized personal representatives, acting under court authority, may apply where the proceeding of owners and/or next of kin are nonexistent or unavailable. Any disinterment which is the subject of objection or disagreement among the surviving next of kin will be allowed only upon written court order. All applications for disinterment must be accompanied by the proper legal authorization including a Disinterment Permit issued by the Nebraska State Department of Health and notarized consent forms executed by the preceding named parties and delivered to the Community Service Director. All removals will be made under the supervision of a licensed embalmer or funeral director by the Cemetery personnel. When a disinterment is being made, no one shall be present except the mortician in charge, the Community Service Director (and required staff), duly empowered officers of the law, or persons acting under authority of court orders.
2. The Cemetery shall exercise due care in making a disinterment and removal, but shall assume no liability for damage to any body, casket, burial case or urn in assisting with the disinterment and removal.

F. General Rules

1. All interments and disinterments shall be done by the City under the direction of the Community Service Director.
2. All landscaping including planting of trees, shrubs, and flowers will be done by the Cemetery, under direction of the Community Service Director.
3. All improvements or alterations of individual lots in the cemeteries shall be under the direction and approval of the City, and should said improvements or alterations be made without written consent, the City shall have the right to remove, alter or change such improvements. Existing lot plantings may be removed by the City when they become unsightly, undesirable, or interfere with cemetery operations, and may not be replaced.

4. Only one above-ground monument or marker may be placed upon any single space within any given lot, in areas where upright memorials are allowed. All monuments and markers will be set on concrete bases, according to regulations set by the City. No monument setting after 5:00 P.M. or on weekends. No lot or space owner shall attempt to raise or move a marker on his or her lot without first consulting with the Community Service Director.
5. The City reserves the right to refuse permission to erect any monument not in keeping with the consistent appearance of the grounds.
6. The Community Service Director or his/her delegated representative will attend every interment, and to see that the rules and regulations of the cemetery are observed.
7. The City reserves the right to alter, change, or close alleys, roadways, water mains, and other physical properties of the cemetery.
8. The Cemetery reserves the right for its staff and those individuals necessary for performance of normal cemetery operation to enter upon or cross over any lot in the cemetery in the performance of such duties.
9. The Cemetery assumes no liability for damage, actual or mental anguish, in the performance of its normal operations, or loss by vandalism or other acts beyond its reasonable control.
10. No heavy trucking will be allowed in the cemeteries in wet weather, and no vehicle shall exceed a speed of 15 mph nor leave the avenues except by permission of the Community Service Director.
11. Containers holding flowers or wreaths left in the ground shall be left at the party's own risk. It is recommended that the owners name be permanently placed on such containers so they can be identified and claimed. Such containers shall be removed by the Cemetery employees at the time of mowing and although the Cemetery assumes no responsibility they will attempt to keep the containers in the storage house after removal for a period not to exceed 4 weeks.
12. The Cemetery shall have authority to remove all floral designs, flowers, weeds, shrubs, plants, or herbage of any kind, from the Cemetery as soon as, in the judgment of the City, they become unsightly, dangerous, detrimental, or deceased, or when they do not conform to the standards maintained. The City shall not be liable for floral pieces, baskets, or frames in which, or to which, such floral pieces for funeral services held in the Cemetery. The Cemetery shall not be liable for lost, misplaced, or broken flower vases, or for plantings damaged by elements, thieves, vandals, or by other causes beyond its control. Glass containers for flowers or wire used for anchoring or stabilizing decorative materials are extremely dangerous to visitors, and to Cemetery workers using modern mowing and spraying equipment, and the use of wire or glass or other shatterable materials is not allowed.

13. All permanent flower containers shall be constructed of concrete, steel, brass or other approved durable materials. Containers constructed of fragile materials such as glass, paper or plastic will not be allowed for permanent flower arrangements. All permanent flower containers shall be placed on a concrete pad, level with the existing grade, with six (6) inches of clearance around the container. The only approved location for concrete pads and permanent flower containers shall be at either or both ends of the base for the grave marker, remaining within the grave space and specifically prohibited from the front and rear of the marker. The installation of permanent flower containers must be approved by the Community Service Director.
14. The digging of holes on graves and lots or the mutilation of sod for any reason is not allowed. Artificial floral bouquets and cut flowers may be placed in the approved type vases all during the year, but will be removed only when the flowers become withered, faded, or unsightly.
15. Steel rod decorations are allowed, but must meet the following requirements: single stem rod only; must be at least five (5) feet above ground; rod must be at least one-half inch in diameter; one (1) rod per monument unless rod is drilled into foundation; no wrap (flowers, garland, or ribbon) around the rod; rod must not extend into the mowing path; rod must be placed on North or South side of the monument.
16. The City reserves the right to amend or change rules and regulations to conform to newly developed cemetery practice.

CERTIFICATE OF INTERMENT RIGHTS FOR GREENWOOD CEMETERY OR EVERGREEN CEMETERY

FOR CONSIDERATION PAID, in the amount of \$_____, the City of Lexington, Dawson County, Nebraska, hereby acknowledges, grants, and conveys to _____ (“Purchaser”) of _____ County, in the State of _____, and his or her heirs and assigns forever, for the purpose of interment, the following described lot or parcel of ground, situated in _____ Cemetery of Dawson County, Nebraska, to wit:

Space Number _____ of Lot Number _____ in Block Number _____ in Division _____ in said Cemetery, according to the original survey and recorded plat thereof. To have and to hold the same forever for the sole purpose of interment, under the regulation of the City Council and the City of Lexington, Nebraska.

CONDITIONS OF INTERMENT

1. The interment space(s) is/are to be used for interment purposes only and the Purchaser’s rights are limited by and subject to the Cemetery’s Rules and Regulations as now existing or as hereafter amended in the future. A copy of the current Rules and Regulations are attached hereto and Purchaser, by execution of this Certificate, hereby acknowledges receipt and understanding of said Rules and Regulations.
2. This certificate of interment rights conveys only a right to allow interment in the above-described interment space(s) and in no way conveys any interest in real estate.
3. Services related to interment in the interment space(s) are not included in the rights conveyed and are subject to the Cemetery’s service charges and availability. These charges will be determined at the time they are purchased and are subject to change.
4. Purchaser has the right to sell and convey the interment space, but any transfer of ownership by will or otherwise will be recognized by the Cemetery only after it is recorded and a new certificate of ownership is issued to the new owner.
5. The terms and conditions described herein, as well as the Rules and Regulations attached hereto, and any amendments thereto, are binding upon the Purchaser, Purchaser’s heirs, successors, and/or assigns.

6. The purchaser's current mailing address is as follows:

CITY OF LEXINGTON, NEBRASKA

By _____

Attest:

By _____
City Clerk

PURCHASER:

Date: _____

Date: _____