# WHEATLAND TOWNSHIP CEMETERY

## RULES AND REGULATIONS

Comprehensive list of Rules and Regulations established by the Board of Trustees of Wheatland Township, Will County, Illinois, pertaining to the Wheatland Township Cemetery.

Effective Date: January 1, 2020

ORDINANCE NO. 20-01-O
Replacing ORDINANCE NO. 15-01-O

ORDINANCE No. 20-01-O

The Board of Trustees of Wheatland Township, Will County, Illinois has adopted these Rules and Regulations governing the operation and use of the Wheatland Township Cemetery.

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.

# 1 DEFINITIONS

For the purposes of this Ordinance, the following words, terms, phrases and their derivatives shall have the meanings set forth in this Section. When not inconsistent with the context, the present tense shall include the future tense; the plural shall include the singular number and the singular number shall include the plural number. Additionally, this Ordinance shall be called and may be cited as the "Cemetery Ordinance" and is referred to herein as the Ordinance.

"Burial" or "Buried." The act or result of Interment, or Inurnment.

"Cemetery." The burial park, for earth interments and inurnments, owned and operated by Wheatland Township, Will County, Illinois, and commonly known as the Wheatland Township Cemetery.

"Cemetery Board." The person or persons duly appointed and organized under Illinois law including, and without limitation to, the Illinois Township Code, 60 ILCS 1/130-5 *et seq*.

"Contractor." Any person, firm or corporation engaged in setting any vault or memorial, or performing any other work on the cemetery grounds, other than an employee or trustee of the Township.

"Cremation." The technical heating process that reduces human remains to bone fragments, which occurs through heat and evaporation.

"Disinterment." The exhumation of human remains from a place of Interment.

"Grave", "Lot" and "Plot." All refer to an Interment space.

"ILCS." Illinois Compiled Statutes.

"Interment." The disposition of human remains by earth burial, or cremation and Inurnment.

"Interment Right." The right to place individual human remains and or individual cremated human remains in a specific grave selected by the consumer for use as a final resting place, subject to the requirements and limitations set forth herein.

"Interment Service." The opening and closing of a particular Interment Space.

"Interment Space." The particular space within the Cemetery to which a particular Interment Right relates. An owner of an Interment Right does not, by virtue of such ownership, acquire ownership of the Interment Space or of any land or improvement within the Cemetery. At present, the Cemetery contains only ground Interment Spaces.

"Inurnment." The placing of cremated human remains in a container and placing in the ground.

"Management." The Cemetery Board.

"Marker." A memorial of granite and/or bronze and/or bronze on granite or any other material approved by Management and placed level with the grade.

"Memorial." A marker, monument, vase or name plate for the purpose of identification or in memory of the interred.

"Monument." A memorial of granite that extends above the surface of the lawn and has a wash, a base and die.

"Outer Burial Container." The rigid outer container used to surround a casket and shall include the products commonly known as vaults.

"Owner." The owner of an Interment Right or Rights within the Cemetery, as reflected in the records of the Cemetery.

"Perpetual Care Fund." The fund established by the Cemetery of which only the investment income can be used for the purpose of care and maintenance of the cemetery grounds and improvements thereon.

"Scattering." The spreading of human ashes over a specific grave space in accordance with requirements and limitations set forth herein.

"Space." The area for the Interment of one human remains.

"Township." Wheatland Township, an Illinois Township organized and existing under and by virtue of the laws of the State of Illinois.

"Township Board." The duly elected or appointed Trustees and Supervisor of Wheatland Township, Will County, Illinois.

"Vault." A permanent outside container of grade better than a two piece box, which is sealed.

# 2 CONSTRUCTION, SCOPE AND SEVERABILITY

## 2.1 CONSTRUCTION

In the interpretation of this Ordinance, its provisions shall be construed as listed below:

(a) Where context permits, words in the masculine gender shall include the feminine and neuter genders. Words in the singular number shall include the plural number.

(b) The word "shall" is always mandatory.

(c) No provision hereof shall make unlawful any act necessarily performed by an officer, employee or agent (including any police officer) of the Township, when acting within the scope of his authority or in his line of duty or work as such or any other person summoned by any such person to assist him in such endeavor.

(d) This Ordinance is in addition to and supplemental to all applicable local, state and federal laws and Ordinances including, and without limitation to, "The Illinois Township Code." 60 ILCS 1/1-1 *et* seq and 2010 Cemetery Oversight Act 225 ILCS. The meaning of any term, phrase or word not otherwise defined in this Ordinance shall be construed and interpreted to mean the same as said term, phrase or word as otherwise defined, construed or interpreted in such applicable local, state, and/or federal law or ordinance.

(e) The descriptive headings of the various sections or parts of this Ordinance are for convenience only and shall not affect the meaning, construction, or interpretation of any of the provisions of this Ordinance.

(f) An attempt to commit an act or engage in an activity that is prohibited herein, shall be treated in the same manner as the commission of such act and subject to the same penalties, unless otherwise required by local, state, or federal law.

## 2.2 SCOPE

This Ordinance shall apply to and be enforceable within and upon the Cemetery and shall regulate the use thereof by all persons.

## 2.3 SEVERABILITY

If any provision of this Ordinance or application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, the remainder of this Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The Township reserves the power to amend or repeal this Ordinance at any time, and all rights, privileges and immunities conferred by this Ordinance, or by acts done pursuant hereto, shall exist subject to such power.

## 2.4 REPEALER AND EFFECTIVE DATE

Any ordinance or resolution previously adopted by the Township, if any, which is in conflict with or inconsistent with any other provision hereof to the extent of such conflict or inconsistency is hereby expressly repealed.

This Ordinance shall be in effect January 1st 2020.

# 3 GENERAL SUPERVISION OF CEMETERY

## 3.1 GRAVE DIGGING

Management shall allow only approved contractors and/or employees of the Township to open and close all graves in the Cemetery for Interments, Inurnments and Disinterments.

## 3.2 MANAGEMENT SHALL CONTROL IMPROVEMENTS

Management shall have authority with respect to the planting, sodding, surveying and improvements within the Cemetery.

Management has the right to remove from any lot anything that it deems unsightly, offensive, or which in any way conflicts with the rules and regulations, or general beauty of the Cemetery. If any tree, shrub, or plant standing upon any lot, by means of its roots, branches or otherwise, is or becomes detrimental to adjacent lots or avenues, or if for any other reason its removal is deemed necessary, Management shall have the right to remove such tree, shrub, or plant, or any part thereof, or otherwise correct the condition existing as in their judgment seems best, and without notice to any interested party.

## 3.3 RECORDS OF CEMETERY

The files, papers, documents, reports, ledgers, maps, lot cards, correspondence, and other written records maintained by the Cemetery are the sole and exclusive property of the Township. Only Management and the Township have access to these permanent documents. Except where disclosure is required pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, information contained therein is for the exclusive use of the Township, and shall be disclosed, as Management and the Township deem proper. Record requests may be subject to an administrative fee, which may be charged from time to time by the Township.

## 3.4 WORK TO BE DONE BY CEMETERY

No person, other than the duly authorized employees of the Township or authorized outside contractors, shall be allowed to perform any work within the Cemetery without explicit authorization issued by Management, and any such work so authorized shall be subject to all provisions contained herein pertaining to such activity. Installers, funeral directors, or contractors causing any damage to the Cemetery property or grounds, the memorials, or other improvements in the Cemetery shall promptly report the same to Management of the Cemetery, and shall be responsible for repair or replacement thereof, under the direction and supervision of Management.

# 4 BURIALS AND REMOVALS

## 4.1 AUTHORIZATION REQUIRED

No Interment, Inurnment or Disinterment shall be made within the Cemetery unless a written burial (or removal) contract has been entered between Management and the legally authorized party desiring Interment, Inurnment or Disinterment.

## 4.2 PAYMENT

In every case all applicable cemetery charges shall be paid in advance or arrangements satisfactory to Management made concerning payment, including but not limited to, any other outstanding charges on that particular Space before Interment or Inurnment.

## 4.3 BURIAL OF MORE THAN ONE BODY

Not more than one body, or remains of more than one body shall be buried in one Interment Space, unless written permission is granted by Management. In the event the Cemetery elects to allow the Interment of more than one human remains in a particular Interment Space, there will be a separate fee for each Interment Service provided. A second Interment in one Space may be permitted when, in the discretion of the Management, the ground and existing burial circumstances of the Space are suitable, and when the second Interment is (i) an infant burial, (ii) stillborn births, (iii) an Inurnment, or (iv) Scattering of Ashes.

The scattering of cremated remains is permitted in the Cemetery after request is submitted to and approved by Management, cremation certificate presented, and payment of required fee. In all cases, scattering of cremated remains shall be done in the presence of Management.

Only cremated pet remains may be interred simultaneously with human remains or cremains.

## 4.4 CASKET CONTAINER STANDARDS

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. The container shall include a full enclosing 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, and substantial enough not to bend under the weight of an adult human body. 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 Management.
All babies or stillborn births shall be in a retrievable container. Receptacles of biodegradable materials shall not be permitted.

## 4.5 OUTSIDE CONTAINER

All burials must be made in a two (2) piece concrete box or vault that is not hinged, and is of type, quality, and construction approved by Management. The use of wooden boxes and sectional boxes shall not be permitted.

Any funeral director (licensee) or his designated contractor approved by Management or the agent, servant, or employee of the funeral director may be authorized by Management to enter on any section, lot, or space for the purpose of installation of outside containers. To ensure compliance with these Rules and Regulations, the funeral director shall obtain explicit authorization from the Management for such purpose.

## 4.6 DISINTERMENT

No Disinterment or removal shall be made without the approval of Management and the request of the person(s) with legal authority to direct the same, or by court order prior to the time of removal. The Cemetery shall assume no liability for damage to any body, casket, outer burial receptacle, or urn in the Disinterment. When a Disinterment is to be made from one grave to another grave and an Outer Burial Container was not used for the original Interment, an Outer Burial Container meeting the Cemetery's current specifications must be furnished by the owner, authorized next of kin, or other authorized person directing Disinterment, for the new Interment.

## 4.7 ERRORS MAY BE CORRECTED

Management reserves, and shall have, the right to correct any errors that may be made either (i) in making burials or removals, or (ii) in the description of Interment Rights, 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 Management, or by refunding the amount of money paid on the account of said purchase. In the event the error shall involve the burial of the remains for any person in such property, Management reserves, and shall have, the right to lawfully remove and bury the remains in such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. Management shall also have the right to correct any errors made by placing an improper inscription, including an incorrect name and/or date, either on the memorial or on the container for cremated remains. The Cemetery shall have no liability as a result of any errors of the type described herein other than its obligation to take the remedial actions described.

## 4.8 IDENTITY

No outside container shall be installed without the explicit authorization from Management. Management assumes no duty to identify 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 Management. Management relies upon the representation of the family, funeral director, or others making such statement 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.

## 4.9 DELAYS IN INTERMENT

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.

## 4.10 INTERMENT OF PETS

No pets shall be interred in the cemetery except as specified in Section 4.3.

## 4.11 CHANGE OF ADDRESS

It shall be the duty of the Owner to notify Management of any change in post office address. Notice sent by ordinary U.S. mail to an Interment Right Owner at the last address on file in the office of the Township shall be considered sufficient and proper legal notification.

## 4.12 OWNERSHIP INTEREST IN INTERMENT SPACE RIGHTS

Only the right to inter is conveyed. The Cemetery retains all other interest in the Space conveyed. All Interment Rights conveyed to the individuals are the sole and separate property of the Owner named in the instrument of conveyance.

## 4.13 PASSAGE OF RIGHTS UPON DEATH OF OWNER

Following death of the Owner of an Interment Right held in the sole name of that decedent, then (i) an unused Interment Right, or (ii) if all remains previously interred are lawfully removed, the vacated Interment Right passes in the following order:

(a) to such person that the Owner has designated either by specific bequest/devise in his Will, or by a written and dated declaration filed and recorded in the office of the Cemetery;

(b) To the heirs at law of the Owner.[1]

The Cemetery is entitled to require proof of any such Will, relationship and/or right of descent satisfactory to the Cemetery, including but not limited to certified copies of legal documents and/or affidavits as prescribed in section 16 of the Illinois Cemetery Protection Act, 765 ILCS 835/16.

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[1] SURVIVING SPOUSE'S RIGHTS: The surviving spouse (if any) of the Owner, has the Interment Right in such an unused or vacated Space. This right may be waived in writing, but is not transferable, and terminates with burial elsewhere or remarriage.

It is suggested that when Interment Rights are purchased by a husband and wife, to consider designating both spouses as joint tenant owners with right of survivorship in the records of purchase. This avoids the need to consider the passage of ownership following death of a single-named owner-spouse.

Where any Interment Right is held in the name of more than one person with the right of survivorship provided, then upon death of the first of the joint holders:

(a) the Interment Right(s) pass to the surviving joint holder or holders;

(b) Upon death of the last surviving joint holder, leaving an unused or vacated Space, the Interment Right(s) pass in the order set forth above.

When an Interment Space passes to heirs, then if there is more than one heir, each heir holds an interest in the Interment Right(s), and written authorization for Interment of remains shall be obtained from all surviving heirs holding such rights. The interest of heirs may pass in the manner described above, provided, however, that the spouse of an heir only has the right of interment in the manner described above if there are no other living heirs.

# 5 Conduct of Persons Within The Cemetery

## 5.1 ADVERTISING AND NOTICE

No advertising, notices, or signs of any kind shall be allowed in the Cemetery, unless authorized by Management.

## 5.2 CEMETERY HOURS

The Cemetery is open from Dawn until Dusk. Any person found on the grounds without permission of Management outside this time period may be considered a trespasser. 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.

## 5.3 CHILDREN

Children playing within the Cemetery shall not be permitted.

## 5.4 CONDUCT

Boisterous or unseemly conduct that would disturb the quiet and good order of the Cemetery shall not be permitted in the Cemetery.

## 5.5 CONSUMPTION WITHIN CEMETERY

The possession or consumption of illegal drugs or alcoholic beverages within the Cemetery is strictly forbidden.

## 5.6 FIREARMS

No firearms shall be permitted within the Cemetery except on special permit from Management. Management permits exceptions to this prohibition for law enforcement personnel, U.S. military honor guards at military committal services and Memorial Day activities.

## 5.7 IMPROPRIETIES

It is of the utmost importance that there should be strict observation of all of the properties of the Cemetery, whether embraced in these rules or not, as no improprieties shall be allowed, and Management shall have power to prevent improper assemblages as determined by Management.

## 5.8 OTHER LIMITATIONS

All persons are prohibited from gathering flowers, whether wild or cultivated, or breaking trees, shrubbery or plants, or disturbing birds or other animal life.

The Cemetery reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over interment space for the purpose of passage to and from other interment spaces. Except as may be necessary to gain access to other interment spaces within the Cemetery, persons within the Cemetery grounds shall use only the avenues, walkways and roads. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial or in any way deface the grounds of the Cemetery.

## 5.9 PETS

No pets shall be permitted in the Cemetery. It is expected that sight-impaired individuals will make every effort to immediately clean-up after their Service Dog; however, the failure to do so shall not be deemed a violation of this Ordinance, unless such sight-impaired individual is accompanied by a non-impaired person. In such event, the person accompanying the sight-impaired person shall be liable under the provisions of this Section. Management is authorized to waive these requirements, at its discretion.

## 5.10 RUBBISH

The discarding of rubbish on the roads, or any part of the Cemetery grounds is prohibited.

## 5.11 TRESPASSORS ON CEMETERY

Management and the Township deem the Cemetery to be sacred and all of the grounds must be treated accordingly by all who visit. Management reserves the right to refuse entrance to any person, or expel from Cemetery grounds anyone violating the rules, and to refuse admittance of any material or merchandise.

## 5.12 VEHICLES

Vehicles shall be driven through the grounds at a safe and reasonable speed and parking is permitted only on drives and areas designated by funeral parking attendants.

No unlicensed vehicles are permitted in the Cemetery without authorization of Management, unless owned by the Cemetery or the Township, or an authorized contractor and operated in performing the duties of the Cemetery.

No skateboards, 4-wheelers, or unlicensed vehicles of any kind will be permitted in the Cemetery.

# 6 REGULATIONS FOR MEMORIALS AND DECORATIONS

## 6.1 MEMORIALS

No lot owner shall erect or place, or cause to be erected or placed in the Cemetery, any Memorial until it is approved by Management, and all charges related to the Interment Space have been paid.

## 6.2 DEFINITIONS APPLICABLE TO MEMORIALS

"Base" is the bottom part of a two-piece headstone, the piece that sits under the die, but is above grade of the ground level.

"Die" is the main part of a two-piece headstone, and is situated on top of the base.

"Foundation" is the concrete 'wash' structure extending below ground and set flush with ground level grade, upon which a memorial is placed.

"Marker" is a type of memorial, and is defined at Section1 above as a memorial of granite and/or bronze and/or bronze on granite or any other material approved by Management and placed level with the grade.

"Memorial" is defined at Section 1 above, as a marker, monument, vase, or name plate for the purpose of identification or in memory of the interred.

"Monument" is a type of memorial, and is defined at Section 1 above as a memorial of granite that extends above the surface of the lawn and has a wash, a base and die.

## 6.3 REGULATIONS ON MEMORIALS

(a) Not more than two Memorials per Interment Space are allowed, with not more than one being an upright Memorial.

(b) Upright Memorials. The Foundation for an upright Memorial on a single Interment Space shall be no wider than 40". In a double Interment Space purchase, the total size for the Foundation of the upright Memorial shall not exceed 72" width. Memorials shall not span more than 2 Interment Spaces. The maximum height of any upright Memorial shall not exceed 48 inches from the ground surface. The above maximums, in conjunction with the Foundation requirements below, result in the following maximum size specifications:

- Single Interment Space: Foundation 40" x 20", with Memorial Base of 36" x 12"
- Double Interment Space: Foundation 72" x 20", with Memorial Base of 68" x 12".

A Base is not required for a **Bevel, Hickey, Pillow** nor an above ground Lawn-Marker. However these styles must be no higher than 5 inches tall with not more than 2 inches lower on the front and mortared onto a 'wash/foundation'. (See Foundation Requirements)

(c) Flat Memorials. If a second, flat/flush Memorial is installed in addition to an upright Memorial, it shall have a 'wash' and be placed near the center of the grave space in such method that the highest portion of the Memorial is flush with the surrounding soil and conforms to the slope of the surrounding soil, such that it is capable of "drive over" by maintenance equipment without damage. Any such secondary, flat/flush Memorial shall not exceed a size of 24" in width by 12" in vertical side length. A flat-style Memorial may also be utilized as the main Memorial on an Interment Space, in which case it need not be flush with the ground level and shall otherwise comply with the location and size requirements for upright Memorials.

(d) All Memorials shall be installed evenly spaced from each lateral Interment Space line. All Memorials, (except for a second, flat/flush memorial as permitted hereinabove), shall be placed at the very head/top of each Interment Space. Memorials and their primary face for inscriptions shall be placed to face consistent with the other existing Memorials in that section.

(e) Only granite or bronze Memorial materials may be used. The bottom of all Bases must be cut level and true. Bench Memorials must have and be attached to a Foundation with 'Wash.'

(f) Foundation requirements: All Memorials must have a Foundation. Every Foundation must be at least 2 inches wider (on the sides) and 4 inches wider (on the front and back) than the part of the Memorial resting directly above or embedded in it. The Foundation shall not project above the surface of the ground. The Foundation shall have a minimum depth of 24 inches, and deeper for large Memorials as directed by Management. All Memorials shall be true and level on the Foundation, except for flat/flush Memorials, which must conform to the slope as provided above. All costs of installation and repair of Foundations shall be that of the person(s) causing installation.

(g) Inscriptions: Should the Management determine that any symbol or inscription placed upon a Memorial is defamatory, offensive or injurious to the rights of other Interment Spaces or the proper decorum of the Cemetery, Management may notify the Owner of the Space, if living, or otherwise the person causing installation thereof, or otherwise the closest know relatives to correct such symbol or inscription within a reasonable time. Should such person(s) fail to correct the condition, Management may enter upon such Space and remove or cause removal.

(h) Cemetery Right to Repair or Remove: Should a Memorial or Foundation become a safety hazard, broken or unsightly, Management reserves the right (but shall not

have the obligation) to repair and correct the condition, at the expense of the Owner. Management shall give a ten (10) day written notice of the necessity for such repair or correction to the Interment Right holder of record and the person(s) causing installation of the Memorial, if on record with the Cemetery. The notice shall be deemed given by depositing the same in the U.S. Mail with postage prepaid, addressed to such person(s) as shown on the records of the Cemetery. In the event the Cemetery's records do not contain a physical address for at least one of such person(s), notice shall be published in a local newspaper for not less than two consecutive publications. In the event that the repairs or corrections are not made within a reasonable length of time, Management may direct that the repairs or corrections be made, and/or the damaged parts be removed and disposed of, without liability on the part of the Cemetery. All expense of such work shall be charged against the Interment Right Owner of record in the form of a lien against any additional unused Space(s) held by such Owner, to be paid prior to any Interment within the remaining Space(s).

## 6.4 DAMAGE

While the Cemetery will exercise all possible care to protect lettering, carving or ornaments on any Memorial, other structure, or any Interment Space, Management, the Township and the Cemetery disclaim responsibility for any damage or injury thereto.

## 6.5 PROHIBITED ITEMS

The following items are prohibited for placement in the Cemetery by any persons other than Management or duly authorized Cemetery personnel:

(a) curbing, fencing, hedging, borders, or enclosures of any kind;
(b) rock, bark, mulch, or like material;
(c) benches or chairs;
(d) walks of brick, cinders, tile, stone, marble, terra-cotta, sand, cement, gravel, wood, or any other material; and
(e) any and all glass and glass-type items.

Management reserves the right to remove the same if so erected, planted and placed. No adornments shall be used as Memorials (or added to Memorials) that are breakable, such as, but not limited to glass, ceramics, terra-cotta, and resin.

## 6.6 MEMORIAL INSTALLATION AND WORK

Any recognized monument dealer may be approved by Management to enter on any section, lot, or space for the purpose of installation or other work upon Memorials. The locating and setting of all Memorials shall be subject to the approval of Management.

Memorial installation, repair, maintenance and other work thereon requires experience and often times special equipment. No person, firm or corporation, other than recognized and approved monument dealers shall be permitted to install, repair, maintain, or perform other work on

Memorials in the Cemetery. While a funeral or Interment or Inurnment or Scattering is being conducted nearby, all work upon Memorials shall be suspended.

Except by special permission, all such work shall be completed and refuse removed during the operating hours of the Cemetery. The Interment Space and all surroundings must be restored to the condition in which they existed prior to commencement of the work.

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

## 6.7 ORNAMENTS

(a) The placing of boxes, shells, toys coins, beverages, chairs, settees, wood or iron cases, glass, anything breakable, and similar articles in the Cemetery shall not be permitted, and if so placed, may be removed.

(b) Veteran flag holders are to be placed to the side of the Marker.
Only solar lighting is allowed. Any solar lighting must be functional, no higher than 18" and placed at the head of grave.

(c) Decorating of the Monument and Interment Space. There will only be an allowance for one (1) shepherd hook for a single grave monument. This hook should be directly to the side of the stone up next to the Foundation. A double grave monument is permitted two shepherd hooks, one each placed up next to the foundation to each side of the monument. The maximum allowable above ground height of a shepherd hook is 48 inches.

(d) The Cemetery is not responsible for loss, theft or damage to any personal property, including ornaments, artifacts, personal effects, etc., placed on or near Interment Spaces or elsewhere in the Cemetery.

(e) The Management, in its discretion, may allow certain non-conforming ornaments to be placed by visitors on Interment Spaces for Memorial Day only, to be removed by the visitor placing such non-conforming ornaments within 7 days following Memorial Day.

## 6.8 LOCATION OF ORNAMENTS

All permitted ornaments must be located either (i) along the front, rear, or side of the Marker and resting on top of the Marker's base, or (ii) securely attached on or above the wash, Marker's Base, or on top of the Marker (ex: Floral Saddle Basket). The only allowed ground-level ornaments shall be a shepherd hook to be located directly to the side of the stone up next to the Foundation.
An In-Ground, reversible Flower Vase must be to the side of the monument, have a weep hole for water drainage, and be in the reverse-mode when not in use.

## 6.9 FLORAL REGULATIONS

(a) In ground plantings of any type by anyone other than Cemetery or Township personnel will be mowed or cut at end of season or whenever plantings become unsightly or excessive. Grand-Fathered shrubs must not exceed height of the monument and will be trimmed or removed by the Cemetery if not maintained by the family.

(b) Discouraged are artificial flowers and ornaments on or in the ground, and/or around the marker as they become entwined with weeds and grass, and are subject to damage by mower and edging equipment. These ornaments will be removed when unsightly or damaged.
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 possible, when in the judgment of Management, such becomes unsightly, dangerous, detrimental or diseased, or when it does not conform to these Rules. In the event of any such removal, the Cemetery shall have no obligation to replace the removed item.

(c) Management shall not be responsible for lost, misplaced, or broken flower vases, or any wreath, spray, floral decorations, plants, or decorations of any kind damaged by elements, thieves, vandals, or by other causes beyond control. Management reserves the right to regulate the method of decorating Internment Spaces so that a uniform beauty may be maintained.

(d) The Cemetery shall have sole and exclusive authority with respect to the planning, sodding, surveying, and improvements on all portions of the Cemetery's grounds.

## 6.10 POTTED FLOWERS

Potted flowers are not permitted in the Cemetery at any time, except when contained in or on (i) a shepherd hook, or (ii) a vase permanently installed on the Marker or base.

## 6.11 CLEAN-UP PERIODS

(a) Two times per year the Cemetery shall have a general clean-up when all out of season, worn and prohibited items are removed except (i) those appropriate to the upcoming season; and (ii) shepherd hook decorations permitted by these Rules.

(b) Generally, clean-up periods are April 15th through April 30th, and October 15th through October 31st. All decorations to be retained should be removed prior to these times. Graves can be appropriately re-decorated after the first of the month following clean-up. If not removed by the visitor placing such decoration, Management may remove the decorations described above during the clean-up period.

(c) The Cemetery shall not condone or allow the removal of Memorial decorations from graves by persons other than the family of the deceased, with exception being the

employees of the Cemetery or Township in the operation of their duties. However, the Cemetery has no duty to supervise or police the removal of decorations, and shall have no liability for unauthorized removal

(d) *** Cemetery management may, in their sole discretion, reserves the right to exercise latitude / flexibility to these decoration regulations for new burials, generally defined as those being within the last 24 months. ***

# 7 RATES, FEES AND CHARGES

The Cemetery Board adopts, with the consent and approval of the Township Board, a standardized price list showing all fees for property, services, and materials. This price list is available upon request from Management.

Pricing incorporates the Perpetual Care Fund which shall be expended in such manner as will be most advantageous to all Interment Space Owners as a whole, and in accordance with the purposes and provisions of the laws that may be applicable to the expenditures of such funds. Management is hereby given the full power and authority to determine upon what property, for what purpose and in what manner the net income from said Perpetual Care Fund shall be expended and it shall expend the net 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. It may also expend the income for attorney's fees and other costs necessary to the preservation of the legal rights of the Cemetery.

All Cemetery related pricing is subject to change based on the discretion of the Cemetery Board and consistent with the consent and approval of the Township Board.

# 8 TRANSFER OR ASSIGNMENT

## 8.1 INDEBTEDNESS

Management may refuse to consent to a transfer or an assignment so long as there is any indebtedness due the Cemetery from the original Owner of the Interment Space or from anyone else in connection with an Interment, purchase of the Interment Right(s), or for any other reason.

## 8.2 INTERMENT RIGHTS CONVEYED BY CONTRACT DEED

A Cemetery Contract Deed will convey Interment Rights to the purchaser(s). No Contract deed for any Interment Right shall be issued nor shall any right of ownership pass to the purchaser(s), until the purchase price is paid in full.

## 8.3 RECORDING OF INTERMENT SPACE RIGHTS AND BURIALS

Management will keep complete records of all Owners of Interment Rights, and Interments. Because the Cemetery is a governmental cemetery owned by the Township and its records are public, information about 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 the Cemetery.

### 8.4 TRANSFER OF ASSIGNMENT

For the protection of lot owners of the Cemetery, and to prevent unauthorized transfers and interments, Management shall maintain complete records of the ownership of all Interment Rights in the Cemetery. Therefore, the following restrictions are necessary and mandatory concerning sales, transfers, and assignment of all Interment Spaces:

(a) No person shall sell, transfer or assign any Interment Space 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 Management.

(b) Any person desiring to sell, transfer or assign any Interment Rights, or interest therein, shall convey, transfer and assign such Interment Right unto the Cemetery, and Management will, after checking its records or making such other investigation as it may deem necessary, issue to the person(s) to whom the Owner desires to sell, transfer or convey such Interment Right, or any interest therein, a Cemetery Contract Deed. The Cemetery shall make a reasonable charge for its services, which charge must be paid in advance.

(c) Interment Rights shall be purchased solely for the purpose of personal or family interment or the interment of the person designated in the purchase agreement, and not for purposes of speculation. The price received for the sale of any lots or graves cannot exceed the current selling price of like property by the Cemetery.

## 9 ENFORCEMENT

### 9.1 ORDINANCE ENFORCEMENT

Proceedings to enforce violations of this Ordinance may be initiated and conducted in accordance with the provisions of the Township ordinances providing for administrative adjudication of code violations or by any other means provided by law.

### 9.2 NON-EXCLUSIVITY OF PENALITIES

The penalties provided for in this Ordinance are in addition to and not exclusive of any other remedies available to the Township as provided by applicable law. The penalties provided for in any Section of this Ordinance may be imposed or assessed in addition to and not necessarily in lieu of the penalties provided for in other Sections of this Ordinance.

## 9.3 POLICE FORCE

Representatives from the Will County Sheriff's Department are hereby authorized to enter upon the property owned, leased, or controlled by the Township, including the Cemetery, for the purpose of enforcing this Ordinance of the Township, and all laws and ordinances amendatory thereof.

## 9.4 EJECTMENT OR ARREST

Representatives from the Will County Sheriff's Department shall have the authority to eject or place under arrest any person acting in violation of this Ordinance.

## 9.5 SEIZURE OF PROPERTY

Representatives from the Will County Sheriff's Department shall have the authority to seize and confiscate any property, thing or device in or used on the Cemetery in violation of this Ordinance.

## 9.6 VIOLATIONS AND FINES

Any person who violates any provision of any Section of this Ordinance shall, upon a finding of liability for said violation, be subject to a fine of not less than $50.00 and not more than $1,000.00. Each day that a violation continues and every violation of each separate Section of this Ordinance shall be deemed a separate violation. The Township may establish a schedule of violations for which a citation may be issued and paid without requiring appearance by the violator at an administrative hearing.

**ADOPTED AND APPROVED** this December 12, 2019

VOTES:

Ayes: 4 Nays: Ø Abstain: 1 (ABSENT)

ATTEST:

Deb Holscher
Supervisor, Board of Trustees
Wheatland Township
Will County, Illinois

Jacob Snitko
Clerk
Wheatland Township
Will County, Illinois