

VILLAGE CODE OF ORDINANCES
CHAPTER 16

UNION CEMETERY

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This Chapter was added 10/6/2005.

16.01 DEFINITIONS. For the purposes of this chapter, the following definitions shall be used.

CEMETERY. As herein used shall mean the Union Cemetery located at 307 N. Olk Street in the Village of Hortonville and shall, further, refer to all cemetery property, grounds, equipment and structures both privately and publicly owned.

CEMETERY ADMINISTRATION. Refers to the administrative and records office for the Union Cemetery located at the Village of Hortonville Administration Building, P.O. Box 99, 118 N. Mill Street, Hortonville, WI 54944.

CEMETERY DEED. The official document produced by the Village of Hortonville for the conveyance of ownership of interment rights to a designated grave space(s) located within the Union Cemetery.

CONTRACTOR. Any person, firm or corporation other than a Village employee that is engaged in placing, erecting or repairing any memorial or monument, excavating and preparing grave sites for interments or performing any other work on the cemetery grounds.

CORPSE. The deceased body of a human being.

CREMAINS. The incinerated remains of a corpse.

CRYPT. A repository for the entombment of human remains.

DEPARTMENT OF PUBLIC WORKS. The Village of Hortonville department directly responsible for the maintenance and upkeep of Union Cemetery.

DISINTERMENT. The removal of remains of a human corpse from their original place of interment.

DISPOSITION PERMIT. As used in these Rules, Regulations and Policies shall mean a legal "Report of Final Disposition of a Human Corpse Burial Transit Permit" issued by the State of Wisconsin.

FOUNDATION. A concrete base placed flush with the ground of a grave site, on which to erect monuments, headstones, markers or memorials.

GRAVE SPACE. A single interment right within a plotted cemetery lot.

INTERMENT. Niche inurnment, crypt entombment, ground burial or other permanent disposition of the remains of a deceased person.

LOT. A designated area within a range, containing a specific number of individual grave spaces.

MARKER. Any headstone, memorial marker or structure placed upon any lot, grave space, mausoleum, crypt, niche or building for the purpose of identification or memory of the interred.

MONUMENT. Any headstone, memorial marker or structure placed upon any lot, grave space, mausoleum, crypt, niche or building for the purpose of identification or memory of the interred.

OWNER. The owner of the rights of interment to a specific lot or grave spaces of which the owner has an official Cemetery Deed.

OUTER BURIAL CONTAINER. A container that surrounds a casket in order to prevent the ground from collapsing.

PERPETUAL CARE. The obligation of the Village of Hortonville to maintain and care for the Union Cemetery sites for perpetuity from funds derived from the segregated Perpetual Care and Maintenance Fund.

PERPETUAL CARE DEED. Is the official document produced by the Village of Hortonville for the conveyance of a guarantee of perpetual care for designated

Grave Space(s) located within the Union Cemetery. This Deed is part of the Cemetery Deed.

PLAT. An appropriate numbered and specifically designated area containing Lots and Grave Spaces.

REMAINS. Those parts that remain of a corpse after the ravages of time, weather or destruction.

SEALED VAULT. An Outer Burial Container or permanently sealed container that surrounds a casket, which should be constructed of a non-wood durable substance such as concrete.

SECTION. An alphabetically designated area containing numerical Ranges, Lots and Grave Spaces. At this time there is no Section designation within Union Cemetery.

URN. A closed vessel used for the preservation of cremains.

VILLAGE ADMINISTRATOR. The Village of Hortonville representative responsible for the administration and oversight of all cemetery concerns.

16.02 PURCHASE AND OWNERSHIP OF INTERMENT RIGHTS.

(1) Individuals, families or their agents, desiring to obtain interment rights to a Lot or Grave Space(s) in the Union Cemetery must contact the Village Administrator for the Village of Hortonville. The Village Administrator will either provide or arrange assistance in showing the Lots or Grave Space(s) available for the purchase of said interment rights.

(2) Upon having made a Lot or Grave Space selection and making the required full payment or the corresponding fees, the Village Administrator will issue an official Cemetery Deed which will include the Perpetual Care Deed as evidence of interment rights. The Union Cemetery does not allow for the sale of interment rights for one-half (1/2) Grave Spaces.

(3) Each owner is vested with the ownership of the right of interment for the sole purpose of interment of human remains. Ownership will remain with the original purchaser(s). After the demise of the original purchaser(s), their interment rights shall pass to their spouse. Lineal descendents shall have equal rights of interments. In case that there are no lineal descendents then the nearest relative of the purchaser shall have the right of interment.

(4) In case of death of the lot owner, when the cemetery lot is disposed of through a probate proceeding, a certified copy of the final court document assigning the lot shall be filed with the Village of Hortonville. If there is an unprobated will, a certified copy of the will must be delivered to the Village of Hortonville before the

Union Cemetery will recognize the change of ownership. If the deceased lot owner left no will and there is no probate satisfactory and sufficient proof of descent must be provided. It is recommended that the lot owner, in making their will, include a provision addressing the cemetery lot(s) and devise to one (1) person. The Union Cemetery will not accept a transfer of interment space after interment of the original purchaser(s) unless all lineal descendents have agreed to the transaction.

(5) The owner may grant permission, which must be notarized and placed on file with the Village of Hortonville, for the burial of other persons not related by lineage. No corpse shall be interred in a Grave Space except the corpse of one (1) having an interest therein, or a relative, or spouse of such person, except by the consent of all persons having an interest in ownership of interment rights to such Lot or Grave Space.

(6) All ownership of interments for Lots and Grave Spaces is exempt from taxation and cannot be seized for debt, except those owned by the cemetery, nor can they be mortgaged. All repossessed vacant grave spaces shall be subject to the same fees and charges.

16.03 TRANSFER AND ASSIGNMENT OF INTERMENT RIGHTS. (1) Lots or Grave Spaces, for which Deeds have been issued, will not be divided, transferred, sold or conveyed without the express written consent of the Village of Hortonville.

(2) The sale or transfer of any interment rights by any owner shall not be binding upon the Union Cemetery or the Village of Hortonville unless such sale or transfer is approved by the Village Administrator and has been recorded on all official documents provided by the Village of Hortonville and signed/executed by the duly authorized representative(s) of the Village of Hortonville. Said procedure is required in order that the Union Cemetery may, at all times, have a complete and accurate record of all owners and purchasers' rights of interments.

(3) The Village of Hortonville may refuse consent to a transfer or to an assignment as long as there is any indebtedness due the Union Cemetery. All transfers of ownership or assignments shall be subject to an administrative fee, which must be paid when the transfer or assignment is first filed.

(4) The Village of Hortonville may, if requested to, purchase said Lot or Grave Space at the original price for which Lot or Grave Space was sold, less the cost of Perpetual Care.

16.04 PERPETUAL CARE. (1) In order to assure a means for the permanent care of the Union Cemetery, a Perpetual Care and Maintenance Fund has been established and maintained. The term Perpetual Care shall include the obligation of the Village of Hortonville to both maintain and care for the Union Cemetery sites. It further includes the maintenance of turf, leaf disposal, graves, streets, fences and buildings as necessary in order to preserve the maintenance integrity of the

cemetery. Such care does not include the maintenance or repair of any gravestones or monumental structures erected upon Lots or Grave Spaces nor the planting of flowers or ornamental plants/shrubs. All work shall be under the control of the Village of Hortonville Public Works Department.

(2) Monies are added to the Perpetual Care and Maintenance Fund from a set portion of the total fee charged for the sale of interment rights for each Grave Space. All expenditures from this Fund shall be made at the discretion of the Village of Hortonville. The Village Board of Trustees reserves the right to adjust said fees as necessary.

(3) All landscaping, care of lots and other work in the cemetery shall be done by employees of the Village of Hortonville or designee thereof. The Village shall retain the ownership of aisles, including monument aisles. The Village, further, reserves the right for its personnel and those persons or firms necessary to the performance of normal cemetery operations to enter upon or cross over any lot in the cemetery in carrying out the performance of such duties.

(4) The Village of Hortonville, or its employees, assumes no liability for damages to property or to persons, or for physical or mental suffering arising out of the performance of its normal operations, or for loss by vandalism or other acts beyond its reasonable control. Further, the Village reserves the right to alter, change or close alleys, roadways, water mains and any other physical public properties of the cemetery.

16.05 RULES FOR PATRONS AND VISITORS. (1) In order to protect Union Cemetery from injury, damage or desecration, all patrons and visitors to the cemetery shall fully adhere to various rules and regulations as contained in the Village of Hortonville Code of Ordinances as well as any future amendments, revisions or modifications to said Ordinances. Such rules and regulations include, but are not necessarily limited, to the following:

Section 9.01. Offenses Against State Laws Adopted as Ordinances.

Section 9.03. Throwing or Shooting of Arrows, Stones or Other Missiles Prohibited.

Section 9.04. Burning Prohibited – Outdoor Burning Restricted.

Section 9.06. Regulation of Skateboards, Roller Skates and Roller Skis and Obstructions and Encroachments Prohibited.

Section 9.08. Disturbance of the Peace with a Motor Vehicle.

Section 9.13. Loitering Prohibited.

Section 9.14. Indecent Conduct and Language Prohibited.

Section 9.16. Destruction of Property Prohibited.

Section 9.17. Littering Prohibited.

Section 9.18. Public Consumption of Alcoholic Beverages.

Section 9.22. Public Urination/Defecation.

Section 9.25 (9a.01). Adopting State Statutes Regarding Juvenile Offenses.

Section 9.25 (9a.02). Curfew.

Section 10.01. Public Nuisances Prohibited.

(2) Except as otherwise provided, any person who shall violate any provision of this chapter, or regulation, rule or order made hereunder shall be subject to a penalty as provided in Section 25.04 of the Village of Hortonville Code of Ordinances.

(3) Union Cemetery business can be conducted at the Administration Building of the Village of Hortonville from 8:00 a.m. to 4:30 p.m. Monday through Friday. Patrons and visitors may freely visit the Cemetery anytime between 7:00 a.m. to 9:00 p.m. Monday through Sunday.

16.06 RESTRICTED ACTIVITIES. (1) No person shall willfully destroy, mutilate, injure or remove any tomb, monument, gravestone, building or other structure placed in the cemetery, or any fence, railing, sign or other work for the protection or ornamentation thereof, or shall willfully destroy or injure any tree, shrub or plant within the limits of the cemetery.

(2) Picking flowers, driving over Lots or Grave Spaces or bringing animals onto cemetery grounds is strictly prohibited.

(3) No person other than authorized Village personnel shall destroy bird nests/houses or kill any animal on the cemetery grounds.

(4) No person and/or group shall post, paste, fasten, paint or attach any placard, bill, notice, sign or advertising material upon any structure, tree or other natural object within the cemetery except those official signs or notices posted by the Village.

16.07 LANDSCAPING. (1) The Village of Hortonville has no wish to interfere with the taste of individuals in regard to the amount or style of their memorials, etc. but in justice to all the Village maintains the right to either prevent or remove anything which is considered by the Village to be injurious to the immediate locality, presents costly impediments to the efficient and effective maintenance of the cemetery or which is prejudicial to the overall general good appearance of the grounds (with notification to lot owners). All landscaping, care of Lots and Grave Spaces and other work in the cemetery will be done by Village employees or designees of the Village. To preserve the historic beauty of Union Cemetery and to allow for the efficient and effective maintenance of the cemetery grounds the following landscaping regulations shall be adhered to:

(a) No mound of earth or turf shall be raised upon any grave above the general level of the lot by more than three (3) inches at the center of the lot.

(b) There will be a reasonable limit of memorials, decorations, items, etc. permitted per Lot/Grave Space according to individual taste. All decorations, items,

etc. must be placed either on shepherd hooks, on the base of the headstone or in enclosures (refer to (d) for enclosure requirements) in order to avoid any possible interference with or damage from ongoing cemetery maintenance and upkeep.

(c) No fences will be permitted on or around lots.

(d) Enclosures consisting of trim and stone areas will be permitted if trim is dug in around the monument, the enclosed area covered with weed cloth and stones are placed inside the trim. The enclosure perimeter is limited to twelve (12) inches in front of the headstone and twelve (12) inches in back of the headstone, not to exceed the boundary lines of the plot. This enclosure is to be maintained by the lot owner or it will be removed after notification by the Village.

(e) Wooden boxes, urns/vases, wire containers, eternal lights/solar lights, toys or any other such decorations may be placed on the lot inside the trim and stone enclosure.

(f) NO glass jars or bottles will be allowed at any time around the headstone. Stone will be permitted only if in an enclosure. The Village will remove such objects with notice if in violation.

(g) Artificial flowers and potted plants may be placed in either a vase or pot and be placed on shepherd hooks, the base of the headstone or inside a trim and stone enclosure in order to avoid any possible interference with or damage from maintenance and upkeep.

(h) Fresh cut flowers may be used anytime and may remain until they become wilted or unsightly in the judgment of the Village. They may be placed in either a vase or pot and be placed on shepherd hooks, the base of the headstone or inside a trim and stone enclosure in order to avoid any possible interference with or damage from ongoing maintenance and upkeep.

(i) Wreaths secured on wire stands may be placed at the head of the Lot or Grave Space or inside a trim and stone enclosure and out of the way of trimmers and mowers.

(j) The planting of trees/shrubs on Lots and Grave Spaces could seriously hinder the full usage of such and create hardships for maintenance. Therefore, the planting of trees and shrubs will not be permitted on any Lot or Grave Space without the consent of the Village. Any associated expense of the tree/shrub and the planting of the tree/shrub will be paid by the Lot or Grave Space owner.

(k) Trees or shrubs on any grave space that hinder the full usage of said grave space may only be removed with the consent of and under the direction of the Village.

(l) Vines that interfere with the proper care and maintenance of Lots or Grave Spaces and/or injure the grass may be removed at the discretion of the Village.

(m) Any iron, stone, marble or wirework seat or bench that becomes unsightly due to either age or damage or becomes rusty shall be removed by the lot owner upon notice from the Village to that effect.

(n) Any items which are not secured and become loose due to wind will be placed by the Village next to the nearest gravestone.

(o) Any unsightly or damaged items that are not removed in a timely manner will be so removed at the discretion of the Village of Hortonville.

(2) All flower arrangements, real or artificial, must be removed no later than October 15th of each year in order to allow for a thorough fall cleaning of the Cemetery. All unauthorized plantings will be removed at such time. Persons desiring to reuse such materials must claim them prior to that date or they will be discarded by the Village. Christmas, fall and winter arrangements may be placed after November 15th of each year. All Christmas, fall and winter arrangements must be removed no later than March 15th of each year for the spring cleaning of the cemetery. Spring and summer arrangements may be placed after April 15th of each year.

(3) EXCEPTIONS. During the fall and spring clean up periods, an individual who has an anniversary of the death of their loved one may place a floral arrangement, decoration, etc. in their memory next to the headstone or in the trim and stone enclosure. Such memorials may also be placed at Halloween and Easter.

(4) The Village of Hortonville and the Union Cemetery are not responsible for any personal articles left at the grave site. Although every effort will be made to prevent either theft or vandalism of grave sites, neither the Village nor the Cemetery can be held responsible for property lost, damaged or stolen from grave sites.

16.08 INTERMENTS. (1) Depths of graves shall conform to the Wisconsin State Board of Health specifications. The Village of Hortonville Administrator and Director of Public Works shall be given thirty-six (36) hours notice prior to the opening and preparation of a grave space for interment. Any and all applicable fees for preparation, opening, closing, replacing of sod and seeding of the grave space must be paid prior to performance of the service. The Village of Hortonville assumes no responsibility for the protection, maintenance, damage or vandalism to flowers, wreaths or any other item used in such funeral or interment proceedings.

(2) No burial will be permitted unless and until a legal Report of Final Disposition Burial Transit Permit has been presented to the Village Administrator. The interment of bodies of persons who have died of a contagious disease shall be made in strict accordance with the rules of the Wisconsin State Board of Health. Further, the following guidelines shall apply:

(a) Only human remains may be interred in the Union Cemetery.

(b) Orders for burial given by the undertaker having charge of the burial of any person will be construed by the Village of Hortonville as orders from the lot owner themselves and, after interment, no changes in the location of graves will be made except at the expense of the lot owners.

(c) Winter burials shall be allowed. However, an additional fee will be charged as established by the Village of Hortonville Board of Trustees.

(d) The interment of two (2) bodies in one (1) grave will not be allowed except in the case of a parent and infant (stillborn and up to the age of 2), two (2) small children buried in one (1) casket, a full size burial with cremains above only at same time or two (2) cremation burials.

(e) Interments will be made only during daylight hours.

(f) Interments will be made Monday through Saturday. No burial shall be conducted or interment made on Sundays or on official holidays, except in those cases of contagious disease or for some other reason where necessity for immediate burial may be urgent. An additional fee will be charged as established by the Village of Hortonville Board of Trustees. In such cases prior approval must be received from the Village of Hortonville.

(g) Any burials after three o'clock (3:00 p.m.) or on Sundays and holidays will be assessed/charged an additional fee as established by the Village of Hortonville Board of Trustees.

(h) All interments shall be made in a permanently sealed outer burial container or sealed vault that is not constructed of wooden material.

(g) All graves shall be excavated by the Village or its designated Contractor.

16.09 CREMAINS. (1) Cremains are the incinerated remains of a corpse. The cremation of a dead human body shall be considered as a final disposal of that body. Therefore, no additional permit covering transportation, interment or other disposal of the ashes of a cremated human body is required.

(2) The following guidelines shall apply:

(a) Cremains must be disposed of in a respectable way.

(b) The scattering or dispersal of cremains over public grounds is not allowed in accordance with Wisconsin State Statutes.

(c) Two (2) cremains may be buried in a single grave space at the discretion of the Village of Hortonville.

(d) A fee for preparation, opening, closing, replacing sod and seeding of the cremation grave space must be paid to the Village of Hortonville prior to the performance of the service.

16.10 DISINTERMENTS. (1) Disinterment is the removal of remains of a human corpse from their original place of interment to another site. The disinterment of bodies from graves in the Union Cemetery will be solely made by the Village or by its designated Contractor in accordance with the requirements of the Wisconsin State Board of Health.

(2) The following guidelines shall apply:

(a) Both Lot and Grave Space owners, or their heirs, desiring graves opened must first secure the necessary disinterment permit from the State of Wisconsin and deliver said documentation to the Village Administrator.

(b) A disinterment permit issued by the State of Wisconsin is the only authority required by law to transport disinterred remains and to reinter those remains. A burial permit is not required.

(c) Wisconsin State Statutes state that disinterred corpses are dangerous to health and require the local health officer or physician to grant approval for the removal, transporting and reintering of the body. Therefore, a completed disinterment permit, issued by the local health officer or physician where the remains are buried, is required before human remains are removed from their place of burial in Union Cemetery.

(d) Authorization must be obtained from the Village of Hortonville before any disinterment can take place. All removals will be made under the Village's direction and under the supervision of a licensed embalmer in accordance with Wisconsin State Statutes.

(e) No death certificate is required in order to obtain a disinterment permit because the original death certificate has already been filed with the state and the local registrar at the place where death occurred.

(f) For sanitary reasons, graves will not be reopened for inspection except for an official investigation.

(3) Wisconsin administrative codes and the statute covering this procedure is as follows: "H18.05 DISINTERMENT". No human remains now interred or resting in a permanent vault or tomb shall be disinterred, transported and reinterred unless a disinterment permit is first obtained from the health authority having jurisdiction at the

place of disinterment. The disinterment permit shall constitute authority to transfer and reinter the disinterred remains. No death certificate shall be required to obtain a disinterment permit. Disinterred corpses are declared dangerous to health and shall not be transported unless each corpse is accompanied by a separate permit from the local health officer for removal, showing the name, age, place, cause of death and medical attendant, the point to which to be shipped and the undertaker in charge and attached to such permit the consent of the Department of Health and Social Services. Local health officers shall refuse permit when the cause of death is given as heart failure unless the physician in charge states that the cause was not diphtheria.

16.11 MONUMENTS AND MARKERS. (1) The Village reserves the right to require the construction of a foundation of such size, material and design as will provide ample insurance against settlement or injury to the stone work. A foundation and monument permit is required from the Village along with payment of a monument location and marking service fee that must be paid prior to issuance of the foundation permit.

The Village requires that grave markers, monuments, headstones, foundations and mausoleums be set by a monument company/firm. Under no circumstances will the Village construct monument or marker foundations or place markers or headstones on foundations. The Lot or Grave Space must be paid in full before a permit for a marker or monument will be issued for said Lot or Grave Space. The monument company/firm is also required to verify with the Village of Hortonville Department of Public Works regarding any/all regulations on setting the foundations or monuments.

(2) Monuments, markers or mausoleums, once placed on their foundation, shall not be removed without the authorization of the Village of Hortonville. The setting of monuments, stones and markers as well as the transportation of all tools, materials, etc. within the cemetery shall be subject to the supervision and control of the Village of Hortonville.

(3) Unless special arrangements are made with the Village, all such work will be conducted between the hours of seven o'clock (7:00 a.m.) and three o'clock (3:00 p.m.), Mondays through Fridays. All work as outlined above shall be completed and all debris removed immediately.

16.12 RIGHTS OF THE VILLAGE OF HORTONVILLE. (1) The Village reserves the right for its employees and/or contractors to enter upon, across or through any lot in the cemetery in the course of carrying out the normal and accepted performance of their cemetery operations. The Village, or its employees, assumes no liability for damages to property or of person or for physical or mental suffering arising out of the performance of: normal cemetery operations, acts of vandalism, other damage or acts beyond its normal and reasonable control. The Village reserves the right to construct, change or close roadways, water mains and other physical public properties of the cemetery.

(2) The Village of Hortonville will take all reasonable precautions to protect all private property, lots and/or grave owner's property in the cemetery from either loss or damage. But, the Village distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control and especially from the acts of thieves, vandals and rioters and from all acts of providence and nature including wind, tornadoes, hail, snow, rain and frost, regardless if the damage is direct or proximate.