

RESOLUTION 2016-03

A RESOLUTION AMENDING MERLE HAY MEMORIAL CEMETERY CERTIFICATE OF INTERMENT RIGHT

WHEREAS, the Glidden City Council has previously established Certificate of Interment Right and Rules and Regulations to be observed at the Merle Hay Memorial Cemetery; and;

WHEREAS, the Glidden City Council has previously established fees for perpetual care and interment rights; and

WHEREAS, it is the intention of the City Council to formally state such policies in a Resolution.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLIDDEN, IOWA, fees as follows:

Section 1.	Perpetual Care fee (one space)	\$100.00
	Right of Interment fee (one space)	<u>\$100.00</u>
	Total One Space	\$200.00

The following interment fees shall be charged for the services rendered:

	<u>M-F; 7:00 am-2:30 pm</u>	<u>After 2:30 pm, Weekend, Holiday</u>
Interment	\$500.00	\$600.00
Inurnment	\$250.00	\$350.00

State Reporting Fee \$5.00

Right of Interment Transfer fee \$10.00

Section 2. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

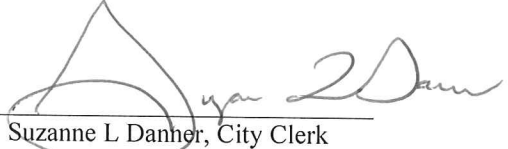
THEREFORE, BE IT RESOLVED by the City Council of the City of Glidden, Iowa that the Certificate of Interment Right, Cemetery Rules and Regulations, and Cemetery Perpetual Care Registry is hereby accepted, and:

BE IT FURTHER RESOLVED, that the City Clerk is authorized to file said report with the proper authorities in compliance with State law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GLIDDEN, IOWA, on this 25th day of January, 2016.

By 
Roger R Hartwigsen, Mayor

Attest


Suzanne L Danher, City Clerk

Certificate Number:	2015-xx	Interment Right	\$ 500.00
Type of Certificate (circle):	(Original - Replacement - Transfer)	Cemetery Perpetual Care	\$ 500.00
Interment Space(s):	Block xx Lot xx Space(s) #1,#2,#3,#4,#5	State Reporting Fee	\$ 5.00

MERLE HAY MEMORIAL CEMETERY

CERTIFICATE OF INTERMENT RIGHTS

This certifies that Merle Hay Memorial Cemetery has sold and conveyed to _____ (“Purchaser, heirs & assigns”) the interment space(s) described above in the Cemetery for the total price of \$1005.00 with the following terms and conditions:

1. The interment space(s) is 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 amended in the future.
2. This certificate of interment rights conveys only a right to be interred in the interment space(s) and in no way is any real estate title conveyed to the Purchaser. Furthermore, only one interment will be permitted in the interment space unless specifically authorized by the Cemetery.
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. The Cemetery must receive the following information prior to any interment. The notice must include the name of the deceased, the deceased’s birth date, the deceased’s date of death, next-of-kin, funeral establishment (if any) and any other required information.
5. 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 at the Cemetery, transfer fee of \$10 paid in full to the cemetery, and a new certificate of interment rights is issued to the new owner.
6. The Cemetery shall use the Purchaser’s address for any official notices concerning the interment space. The purchaser shall notify the cemetery of any change in their address.
7. The terms and conditions described herein are binding upon the Purchaser’s heirs, successors and assigns and enforceable only by the Cemetery.
8. Of the total purchase price, one hundred dollars (50% or \$100) per space shall be deposited in the Cemetery’s Perpetual Care Fund and devoted to the cemetery’s care and maintenance under the terms of the Perpetual Care Fund. The Perpetual Care Fund is an irrevocable trust; therefore deposits cannot be withdrawn even in the event of cancellation. An additional \$5 fee will be charged for the state reporting fee.
9. Interment(s) in the interment space(s) will not be permitted until the purchase price has been paid in full. Once payment is made, this agreement is irrevocable. The cemetery does not provide substitution, refunds, or buy backs of purchased interment rights. The cemetery shall only sell developed interment space(s). No multi item contracts are provided by cemetery.

Purchaser Signature _____ Date _____

Address _____ City _____ State _____ Zip _____

MERLE HAY MEMORIAL CEMETERY, GLIDDEN, COUNTY OF CARROLL, STATE OF IOWA

Trustee (City Clerk) Signature _____ Date _____

THIS CERTIFICATE IS SUBJECT TO RULES ADMINISTERED BY THE IOWA INSURANCE DIVISION. YOU MAY CALL THE INSURANCE DIVISION WITH INQUIRIES OR COMPLAINTS AT (515) 281-5705. WRITTEN INQUIRIES OR COMPLAINTS SHOULD BE MAILED TO: IOWA SECURITIES AND REGULATED INDUSTRIES BUREAU, 601 LOCUST STREET, 4TH FLOOR, DES MOINES, IOWA 50309.

MERLE HAY MEMORIAL CEMETERY

Rules and Regulations

CARE AND IMPROVEMENT

1. The City of Glidden assumes the perpetual care; said care to consist of cutting grass and weeds and keep the cemetery in a neat and tidy condition.
2. In order to protect the paths and grass from injury, planks must be laid on them when heavy material is to be moved over them.
3. The grade of all lots shall be determined by the existing lay of the land.
4. No tree or shrub shall be planted, cut down, removed, or destroyed within the borders of the Cemetery, without the consent of the City of Glidden.

INTERMENT

1. A 48-hour notice of interment is required. All applications for burial in any lot in the cemetery must be made at the office of the City Clerk, and shall state the full name of deceased; date of birth; date of death; sex; age; funeral home, location of service, burial date and time (so far as the facts can be given); the type and size of the vault; and the location on the lot where the grave is to be opened. A vault shall be required on all burials. An urn vault must be a rigid, crushproof, non-biodegradable container no larger than 24" x 24".
2. No interment will be allowed without an order from the City of Glidden. Such work must be completed by the City of Glidden and under the supervision of a licensed funeral director or his/her designee.
3. All disinterments or reinterments will not be allowed without an order from the City Administrator. Such work must be completed by the City of Glidden and under the supervision of a licensed funeral director. The fees for disinterment or reinterment shall be 1 ½ times the interment fee plus hourly equipment rental and labor charges over 1 ½ hour and must be paid in advance. No such work shall be done except during the summer months.
4. No burials other than the known family of a lot owner shall be allowed on any lot in the cemetery, except upon written permission of said lot owner. No transfer or assignment of any interment rights shall be valid until such assignment or transfer has been recorded upon the City of Glidden cemetery books.
5. No interment right purchaser shall allow interment to be made upon his lot for remuneration.
6. All interment rights shall be for burial purposes, and no other.
7. One traditional burial or two cremation urn burials shall be allowed per single space.

Second Rights of Interment: If owner desires to place additional cremated remains inside casket of a traditional burial or place additional cremated remains inside cremation urn burial, a second rights of interment fee will be charged per cremated remains. The second rights of interment fee is half the cost of the interment fee less the cemetery perpetual care fee.

8. All graves shall be not less than five feet deep; cremations not less than four feet deep.
9. Visitors shall be admitted to the grounds between sunrise and sunset.
10. The carrying or discharging of fire arms by any person on the grounds of the cemetery is prohibited, except at military funerals.
11. The scattering of cremations within the cemetery shall be prohibited.

MONUMENTS AND MARKERS

1. Foundations shall be made of concrete, dug square, four feet deep, and four (4) inches larger than the stone on all sides, level with the ground. If the weight of the structure requires it, the City reserves the right to require a larger foundation.
2. The management must approve the size and location of all monuments, headstones and markers before they are placed. Grave markers shall be kept in existing line of markers. No footstones or markers are allowed. No rocks will be allowed as markers. Military markers can be used as a permanent marker or placed on the back of a permanent marker, but not in addition to a permanent marker.
3. All corner posts must be set level with the ground.
4. Contractors and others must make known their business before work is commenced.
5. If any item upon any interment right becomes unsightly or inconvenient, the City of Glidden reserves the right to enter upon and remove the same.
6. All decorations, except those affixed to the stone or in vases mounted on the stone, must be removed within seven days after services. No glass containers are allowed.
7. Those decorations not in a permanently affixed vase or permanently installed on the marker will be removed two weeks after Memorial Day and after November 1st.
8. Enclosures of any kind are considered unsightly, and are forbidden.
9. Standard monument guidelines: monuments face east, man south, wife north
10. Cemetery's Obligations in the event of damage or defacement by acts of vandalism. The owner of the property that has been damaged shall be notified by certified mail at the owner's last known address within sixty days of the discovery of the damage or defacement. The owner shall be liable for the cost of the repair or replacement on an interment space or memorial.