

CEMETERY RULES AND REGULATIONS

Stuart Municipal Cemeteries

North Oak Grove Cemetery & South Oak Grove Cemetery



EFFECTIVE DATE OF RULES

September 15, 2014

Revised July 1, 2019

(Rules subject to change at the discretion of the Stuart Municipal Cemetery Committee and the City of Stuart)

PURPOSE

These Rules and Regulations are designed for the mutual protection of the City of Stuart. The enforcement will help protect the Cemetery, create and preserve its beauty. These Rules and Regulations have been adopted as the Rules and Regulations of the Stuart Municipal Cemeteries and cover South Oak Grove and North Oak Grove, All Owners of Interment Rights, visitors and Persons performing work within the Cemetery shall be subject to these Rules and Regulations, and all amendments or modifications hereto, as shall be adopted by the City from time to time.

The Cemetery Committee is the governing body within the Stuart City Cemeteries. The Cemetery Committee has the authority to maintain and control all facets of the cemetery including, but not limited to who opens graves within the cemetery, interviewing and recommending prospective mowing contractors to the city council for their approval, maintenance of the cemetery, maintaining its appearance and beautification, and the starting point of any dispute resolution. The City of Stuart Clerk will maintain all records and handle all financial affairs. All checks should be made to the City of Stuart. If there is a complaint regarding any facet of the City Cemeteries, it should be brought in writing to the Cemetery Committee (515) 523-1200. Any and all complaints will be handled as they are received. If the Cemetery Committee cannot resolve the matter, then the Cemetery Committee will take the matter to the Stuart City Council for further review.

DEFINITIONS

1. "Burial Site" means any area that is used to inter remains.
2. "Care and Maintenance Trust Fund" means the trust fund established by the Cemetery for the purpose of care and maintenance of the Cemetery grounds and improvements thereon.
3. "Casket" means rigid container which is designed for the encasement of human remains and which is usually constructed of wood, metal, or like material, ornamented and lined with fabric.
4. "Cemetery" means that Cemetery named on the cover page of these Rules and Regulations. This includes an area dedicated to and used or intended to be used to inter, entomb and inurn remains.
5. "Cemetery Committee" means an assigned group of volunteers appointed by the City of Stuart Council to handle all facets of the cemetery aside from financial and record keeping obligations of the City of Stuart Clerk.
6. "Columbarium" means a structure, room, or space in a mausoleum or other building containing niches or recesses for disposition of cremated remains.
7. "Contractor" means any person, firm or corporation engaged in setting any vault or memorial, or performing other work on the Cemetery grounds, other than an employee of the city.
8. "Crypt" means a space in an above ground structure (Mausoleum) of sufficient size used, or intended to be used, to entomb human remains.
9. "Deed" means the document by which the Cemetery conveys to the owner the exclusive right of sepulture in a particular grave, crypt or niche.
10. "Disinterment" means to remove human remains from their place of disposition.
11. "Entombment" means the place of human remains in a crypt.
12. "Grave" means a space of ground in the Cemetery used, or intended to be used, for the in-ground interment of human remains.
13. "Interment" means the disposition of human remains by burial, entombment, or inurnment.
14. "Interment Right" means the particular right to inter the remains of a deceased person in a specific interment space within the Cemetery, subject to the limitations set forth herein.
15. "Interment Service" means the opening and closing of a particular interment space and means one or more services necessarily or customarily provided in connection with the interment, entombment, or inurnment of human remains or combination thereof.
16. "Interment Space" means the particular grave, crypt, niche 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 improvements within the Cemetery.
17. "Inurnment" means placement of cremated remains into grave or niche.
18. "Lot" or "Plot" means space in the Cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one or more adjoining graves, one or more adjoining niches, an area in a

Cemetery containing more than one interment space which is uniquely identified by an alphabetical, numeric, or pin location.

19. "Mausoleum" means an aboveground structure designed for the entombment of human remains.
20. "Memorial" shall mean:
 - a). a monument, tombstone, grave marker, tablet or headstone identifying a grave or graves; or
 - b). a nameplate or inscription identifying a niche; or
 - c). any product, including any foundation other than a mausoleum or columbarium, used for identifying an interment space or for commemoration of the life, deeds, or career of a decedent including, but not limited to a monument, marker, niche plate, crypt plate, or marker bench.
21. "Memorialization" means any permanent system designed to mark or record the name and other data pertaining to a decedent.
22. "Merchandise" means any personal property offered or sold by a funeral home/monument company for use in connection with the funeral, final disposition, memorialization, or interment of human remains, but which is exclusive of interment rights.
23. "Niche" means a recess or space in a columbarium or mausoleum used, or intended to be used, for placement of cremated human remains.
24. "Outer burial container" means a ridged container made of concrete which is designed for placement in the ground around a casket or an urn and is commonly referred to as a burial vault.
25. "Owner" means the owner of interment right or rights within the Cemetery as reflected in the Cemetery's records.
26. "Remains" means the body of a deceased human or a body part, or limb, or verified genetic materials.
27. "Purchaser" means the person who purchases memorials, funeral goods and services, opening and closing services, interment rights, or a combination thereof. The purchaser need not be a beneficiary of the interment rights agreement.
28. "Relocation" means the act of taking remains from the place of interment or the place where the remains are being held to another place.
29. "Undeveloped space" means a designated area or building within a Cemetery that has been mapped and planned for future development but is not yet fully developed.
30. "Vaulted" means the placement of urn or casket in a sealed burial vault.
31. "Perpetual Care" means the providing of funds, to be held in perpetual trust, the income of which is to be expended in keeping up forever the necessary care of individual lots and graves, and maintenance, repair and future renewal of boarders, drives, water and sewer. Our perpetual care covers beautification and mowing. (Resetting of monuments, releveling of monuments and foundation work is the sole responsibility of the decedent's family).

CEMETERY GENERAL REGULATIONS

1. No animals, other than leashed dogs, shall be permitted in the Cemetery. It is the responsibility of the dog owner to clean up after the dog on cemetery property.
2. The possession or consumption of illegal drugs or alcoholic beverages within the Cemetery is strictly forbidden.
3. No boxes, shells, toys, glassware, receptacles or similar items will be permitted to be placed on any interment space or elsewhere within the Cemetery, and if placed, the Cemetery may remove any such items.
4. The Cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc., placed on or near interment spaces or elsewhere in the Cemetery.
5. No benches, chairs or like items shall be permitted to be brought upon the Cemetery grounds, unless authorized in writing by the Cemetery Committee.
6. All floral decorations, whether natural or artificial, shall be subject to the Cemetery's written policies concerning same as are posted or on file and available for inspection in the City Clerk's office. The Cemetery may remove all floral designs, flowers, weeds, trees, shrubs, or plants of any kind from the Cemetery as soon as, in the judgment of the Cemetery Committee, they become unsightly or diseased, or if they do not conform to the Cemetery's policies.
7. No person shall be permitted to hunt, feed or disturb fowl or animals within the Cemetery.
8. The Cemetery reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over interment spaces 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, landmark, marker or memorial or in any way deface the grounds or property of the Cemetery.

9. No trees, shrubs, plants, or flowers may be planted by anyone other than the Cemetery, except with the express written permission of the Cemetery Committee. In the event any such planting is allowed, the Cemetery Committee reserves the right to perform whatever maintenance it deems necessary to preserve the appearance of such landscaping, including complete removal of that landscaping if, in the opinion of the Cemetery Committee, it should become unsightly.
10. No rocks of any type may be left near or on a grave space or marker. Markers may not be bordered with rocks, either below or above ground.
11. No person or persons, other than law enforcement authorities, shall be permitted to bring or carry firearms within the Cemetery, except a military guard of honor (in the charge of a military officer during a military service) and upon prior approval of the City of Stuart.

OWNERSHIP OF INTERMENT RIGHTS

(Responsibilities of the City of Stuart)

1. All records of ownership (purchase, transfer or sale, burial) shall be held and maintained by the City Clerk.
2. Interment rights within the Cemetery shall be used for no purpose other than for the interment and/or memorialization of human remains.
3. A deed shall be issued to each owner upon full payment of the purchase price of an interment right within seven (7) business days by the City Clerk. Every interment right shall be subject to
 - a). all applicable laws and governmental regulations;
 - b). all rules and regulations adopted by the City of Stuart and Cemetery Committee, as now in force or as hereafter amended or adopted, whether or not as set forth herein. The deed, purchase agreement, these rules and regulations, and any amendments hereto, shall constitute the sole agreement between the Cemetery and the owner, and no statement of any city employee to the contrary shall bind the Cemetery.
4. The person named in the deed issued and of record will be presumed to be the owner of the interment rite unless the City Clerk approves in writing the transfer or assignment of ownership in accordance with these rules and regulations as they now exist or may hereafter be amended. All interment rights conveyed to individuals shall, unless stated otherwise, be presumed to be the sole and separate property of the owner in the deed.
5. Upon the receipt of an order of distribution by court having jurisdiction over the estate of deceased owner, the City Clerk shall revise its records to reflect ownership of the deed's rights in accordance with such order.
6. If an owner dies without having transferred unused interment rights either by specific devise in the owners will or by a written direction furnished to the City Clerk, any such unused interment rights descend to the heirs at law of the owner in accordance with State of Iowa descent and distribution law subject to the interment rights of the deceased and his or her surviving spouse. Where such a transfer of ownership results in multiple deeds, each co-owner shall have the right to be interred in any co-owner's interment space which has not been used at the time of that co-owner's death, and the consent of the other co-owners shall not be required for any such interment; however, no co-owner may convey an interment right, or authorize the interment of anyone other than a co-owner, without the consent of all other co-owners of that interment right.
7. Upon the death of a joint tenant, title to interment rights held in joint tenancy immediately vests in the survivor or survivors, subject to the vest interment right of the remains of the deceased joint tenant.
8. When there are two or more owners, they may designate one or more persons for the purpose of granting authorization for interments, memorialization, etc. with respect to the interment rights of such owners. Upon such designation, the Cemetery, City of Stuart, City Clerk or Cemetery Committee shall not be liable for acting on any direction of any co-owner, provided no other co-owner has notified the Cemetery of an objection prior to the Cemetery acting on such direction.
9. The City of Stuart shall have the right to refuse to consent to transfer or to an assignment of any interment right until the purchase price of the interment right has been paid in full.
10. In dealing with an owner, the City of Stuart may recognize, for all purposes, the last address of said owner that is on file in the Cemetery records. Any notice forwarded by the City of Stuart to said address shall be

conclusively considered as sufficient and proper legal notification for any and all purposes. If an owner wishes to change his official address, it shall be his/her duty to notify the City of Stuart, in writing, and when the City of Stuart receives such notice, the owner's address shall be changed on the Cemetery records and, thereafter, said new address shall prevail for all purposes.

11. For the purpose of preventing profiteering in dealing in Cemetery burial spots, it is hereby declared to be necessary that certain restrictions be placed upon the resale of lots. No person shall have the right to sell owned burial spot(s) in the Municipal Cemetery without prior notice to the City of Stuart. At this time the City of Stuart holds the first right to purchase the spot(s) from the current owner(s) at the price of purchase the owner(s) paid upon purchasing the burial spot(s). In the event the City of Stuart allows a sale of the lot(s), the City of Stuart will provide written permission for the current owner(s) to sell their burial spot(s). The sale of the spot(s) will not exceed the price the owner originally paid for the burial spot. New ownership must report the sale to the City of Stuart for the sale to be valid, at which point they will be provided with a new deed to the said spot(s). No profiteering will be allowed. If any instance occurs, the City of Stuart will have the right to confiscate the burial spot(s) or void the sale of the spot(s) back to the previous owner(s).
12. Burial spots may be passed down to surviving family based on the Iowa Code definition of next-of-kinship. When burial spots are to be passed down or given to family or others, written authorization needs to be provided to the City. To keep records up to date, all changes of ownership need to be reported as soon as possible to the City of Stuart.

SUPERVISION OF CEMETERY *(Responsibilities of the Cemetery Committee)*

1. All persons coming into the Cemetery must obey all rules and regulations adopted by the Cemetery Committee.
2. The City of Stuart shall take reasonable precautions to protect against loss or damage to property or rights within the Cemetery. Any damage to a headstone/cemetery marker should be reported immediately to the Cemetery Committee at 515-523-1200, and the Cemetery Committee will investigate the matter. However, the Cemetery Committee expressly disclaims all responsibility for loss or damage from cause beyond its reasonable control, and specifically, but not by way of limitation, from loss or damage caused by the elements, an act of God, common enemy, thieves, assailants, vandals, strikers, lockout or labor trouble, malicious mischief makers, explosion, unavoidable accident, invasion, insurrection, riot, whether the loss or damage be direct or indirect. Damage or loss resulted from the above and all costs associated with repair or replacement shall be the responsibility of the lot owners.
3. The City of Stuart reserves and shall have the right to correct any errors that may be made by it in making interments, disinterments, sales, transfers or conveyances of interment rights, including the right to substitute and convey in lieu thereof other interment rights of similar location (to the extent possible) as may be selected by the City of Stuart. In the event such error shall involve the interment of remains of any person in an incorrect location, the City of Stuart reserves and shall have the right to remove and transfer such remains so interred to the correct location or to a similar location as may be selected by the Cemetery. The City of Stuart and/or the Cemetery Committee shall have no liability as a result of any errors of the type described in this paragraph other than its obligation to take the remedial actions described in this paragraph.
4. The Cemetery Committee reserves the right to enlarge, reduce, re-plat or change the boundaries or grading of the Cemetery or a section or sections thereof, from time to time, including the right to modify or change the locations of, or remove or re-grade features, roads, drives, trees, shrubs, flowers, landscaping and walks. The Cemetery Committee further reserves the right to lay, maintain, operate, alter or change pipelines or gutters for sprinkling systems, drainage and lakes as well as the right to use the Cemetery property, not sold to owners, for Cemetery purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto.
5. The Cemetery Committee shall have sole and exclusive authority with respect to the planting, sodding, surveying and improvements within the Cemetery.
6. No persons, other than the duly authorized employees of the Cemetery, shall be allowed to perform any work within the Cemetery without prior written authorization issued by the City of Stuart and/or the Cemetery

Committee, and any such work so authorized shall be subject to all provisions contained herein pertaining to such activity.

7. If any tree, shrub or plant, by means of its roots, branches or otherwise, becomes detrimental to the interment space upon which it stands or to any adjacent interment spaces or avenues, or if for any other reason its removal is deemed necessary, the Cemetery Committee shall have the right to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as in its judgment it deems best. In the event of any such removal, the Cemetery Committee shall have no obligation to replace the removed tree, shrub or plant.

INTERMENT REGULATIONS

1. Payment for the purchase of interment spaces must be provided at the time of purchase.
2. Payment for flagging, opening and closing, and other cemetery related expenses (except the purchase of interment spaces) must be paid prior to the closing of the interment space at the conclusion of the committal service.
3. The City of Stuart must be provided with minimum two **(2)** business day notice of interment. Exceptions will be made only in cases of death from contagious disease, direct burial where body has not been embalmed or when so ordered by the authorized representatives of the City of Stuart and/or Cemetery Committee.
4. The Cemetery may postpone or reschedule a graveside or other interment service if, in the opinion of City of Stuart, too many services are concurrently scheduled or because of inclement weather conditions, or because of other conditions beyond the control of the Cemetery (including, but not limited to, acts of God, work stoppage, work slowdown or strike by labor union).
5. No more than one **(1)** human casketed vaulted remain will be allowed in one **(1)** space or no more than one **(1)** casketed vaulted remain and one **(1)** urn vaulted remain or two **(2)** urn vaulted remains in one **(1)** space. When a second burial is made on a single burial spot there will be a fee of \$200.00 in addition to the costs of opening/closing the burial space and will be known as a **“Second Burial Rite Fee”**.
6. The City of Stuart has the right to rely on information that is provided by the family and shall not be held liable for false reporting on ownership of the burial spot(s).
7. The City of Stuart relies upon the identification of the deceased provided by the next-of-kin or authorized representative and shall have no obligation to independently establish or verify the identity of the remains to be interred.
8. The City of Stuart and/or Cemetery Committee shall not be liable for any delay in interment
 - a. Where a protest to the interment has been made, or
 - b. Which results from noncompliance with the Rules and Regulations of the Cemetery.
 - c. All protests concerning right to control disposition of human remains needs to be addressed and satisfied amongst family and/or legal order prior to scheduling burial in the Cemetery.
9. The City of Stuart requires that all persons attending an interment or disinterment remain at a safe distance from the interment space during the interment or disinterment process.
10. There are no regulations regarding how many cremains can be placed within a cremation columbarium or like monument designed to hold said cremains. Any costs associated with reopening the cremation memorial will be set by your local monument dealer as the City of Stuart will not open said cremation monuments due to liability issues; however, placement in an approved cremation columbarium is subject to the **\$45.00 Flagging Fee**. Cremation columbaria are considered “urn vaulted remains”. The Cemetery, City of Stuart or Cemetery Committee assumes no responsibility of the safety of above ground cremation columbaria including but not limited to niches, cremation benches, monuments that hold cremated remains or the like. **(Again, the City of Stuart will not open cremation monuments due to liability issues. It is the family’s responsibility to contact the funeral home/monument company that supplied the cremation memorial for placement of said cremains).**
11. The City of Stuart requires a Grave Service Form be submitted for approval prior to scheduling interment services. Committal services will not be deemed scheduled until this form is signed by the City of Stuart.

CEMETERY HOURS AND COSTS FOR BURIAL

1. Normal hours permitted for burial are Monday-Friday starting at 8:00 A.M. and concluding by 3:00 P.M. The City of Stuart requires all burials within the cemetery to be scheduled two (2) business days in advance.
2. Burials are permitted on Saturdays starting at 8:00 A.M. and must be concluded by 12:00 (Noon) and will incur additional expenses as laid out below and by the City of Stuart and the Cemetery Committee. Requests for Saturday burials must reach the City of Stuart at (515) 523-1455 two (2) business days in advance.
3. Burials will no longer be allowed on Sundays, Official Holidays, or after normal hours. The City of Stuart at their discretion may allow burials on Sundays, Holidays or evenings; however, additional fees known as Closed Time Fees will be \$1,000 in addition to the normal Saturday Current Fee Schedule.
4. Additional charges for after hour services will be \$100 per hour until the interment service is finished. In an effort to keep "normal hours," committal services are to be completed no later than 3:00 P.M. (following the committal service the cemetery staff normally have another hour of work ahead of them). Committal services ending later than 3:00 P.M. will most likely incur overtime charges.
5. All checks for any flagging, opening and closing, and any other cemetery related expenses should be made to the City of Stuart to be placed into the cemetery account. It is the responsibility of the Funeral Home and or Family to make sure that the grave opening and closing charge is taken care of prior to closing the grave. The City of Stuart and Cemetery Committee have the most current charges for burial of remains for Weekday, Weekend and National Holiday expenses.
 - a. As of July 1, 2019, current charges are (prices are subject to change without notice):
(There will be a marking fee for locating and flagging the grave off. This fee is \$45.00)
 - i. Weekday Full Vaulted Burial - \$800.00
 - ii. Weekday Urn Vaulted Burial - \$650.00
 - iii. Saturday Full Vaulted Burial - \$1,000.00
 - iv. Saturday Urn Vaulted Burial - \$850.00
 - v. Sunday or National Holiday Full Vaulted Burial - \$2,000.00 (Written approval must be granted)
 - vi. National Holiday Urn Vaulted Burial - \$1,850.00 (Written approval must be granted)
 - vii. Second interment right - \$200.00 (This means a second person placed within one grave space)
 - viii. Disinterment cost - \$1200.00 (This is only handled Monday-Friday and all paperwork must be presented at least three (3) business days in advance)
 - ix. Additional charge to be added to any burial for winter months is \$100.00.

1. Winter Months are considered Dec 1-March 1.

****THE ENTIRE OPENING AND CLOSING FEE SHALL BE PLACED INTO THE CEMETERY ACCOUNT****

- b. As of July 1, 2019, current charges for purchase of Cemetery lots are (prices subject to change without notice):
 - i. Current Stuart residents - \$400.00
 - ii. Non-Stuart residents (meaning you currently do not live in Stuart City limits) - \$450.00

*****Minimum of 20% of the sale of each cemetery position will be placed into the Perpetual Care Account and the remainder will be placed into the Cemetery Account*****

OUTER BURIAL CONTAINER AND BURIAL REQUIREMENTS

1. In the order that the improvements and appearance of the Cemetery be kept uniform, the Cemetery Committee reserves and shall have the right to regulate the kind, size, design, quality and material of all outer burial containers placed in the Cemetery.
2. The Cemetery requires that all casketed burials be encased in a sealing burial vault constructed of concrete with an interior liner. (NO METAL VAULTS WILL BE ALLOWED WITHIN THE CEMETERY). The use of non-sealing outer burial containers will not be permitted in South Oak Grove and North Oak Grove Cemetery. These include but are not limited to non-sealing concrete grave liners and non-concrete metal outer burial containers. (Please inquire with the City of Stuart and/or the Cemetery Committee with regards to the outer burial container.)
3. The Cemetery requires that all urn burials be encased in a sealing burial urn vault constructed of concrete with an interior liner. The use of non-sealing and or plastic outer burial containers will not be permitted in any case.

These include but are not limited to non-sealing concrete urn liners, non-sealed outer burial containers, homemade encasements, etc. Urns will not be allowed to be directly placed into the ground for interment. (Please inquire with the Cemetery Committee with regards to the outer burial container.)

4. It is the responsibility of the planning Funeral Home and/or Family to confirm with the City of Stuart at 515-523-1455 or the Cemetery Committee at 515-523-1200 to ensure their burial vault is in compliance with Cemetery requirements.
5. In the event of non-compliance, the City of Stuart and/or the Cemetery Committee has the authority to suspend, postpone or cancel graveside services until proper burial vault is supplied. Costs incurred for closing an empty grave due to non-compliance will be determined by the Cemetery Committee. Best practice in regards to burial vault is to contact the City of Stuart at 515-523-1455 or the Cemetery Committee at 515-523-1200 to ensure graveside service can take place as planned.
6. All opening and closing of grave spots, both casketed and urn burials, must be arranged by the City of Stuart. Private contractors, individual persons or families will not be allowed to handle the opening and closing of the grave. The City of Stuart 515-523-1455 must be made aware of all burials to take place at least two (2) business days in advance and will proceed to make proper notification to ensure the grave is marked, opened and ready for services.

FLORAL RULES AND REGULATIONS

1. Placement of fresh or artificial flowers in vases attached directly to the monument will be permitted throughout the year.
2. Placement of cut or artificial flowers, wreaths, potted plants are permitted on Memorial Day, Easter, Mother's Day, and Father's Day. Placement may be made the week before and will be removed one week following the holiday or when scheduled maintenance is to occur, whichever falls first. Except for these holidays, freestanding flowers, plants and wreaths will be removed at the next scheduled maintenance.
3. Christmas wreaths, grave blankets and winter grave decorations may be placed after the Friday preceding Thanksgiving and will be removed by the Cemetery crews following March 1st. If the decorations become unsightly or violate Cemetery rules, they will be removed and discarded. This determination will be made by the Cemetery Committee.
4. The digging of holes or planting any type of plant on the gravesite or within the Cemetery is strictly prohibited.
5. The hanging of plants or wreaths by metal poles (such as shepherd's hooks) is prohibited and will be removed by Cemetery crews.
6. The Cemetery will remove any pots, items, glass or mementos that are left except for the week preceding and the week following Memorial Day. Items left at any other time will be removed by Cemetery crews. If the items are not collected prior to clean up, they will be discarded by Cemetery crews.
7. The Cemetery is not responsible for any lost or stolen items, including vases and flowers, from grave spaces.
8. All items such as flowers, plants and mementos from a committal service must be removed by the next scheduled maintenance time. It is suggested all items brought to the Cemetery for the committal service be removed at the end of the service. In the event that flowers are left at a graveside following a service, they will be removed at the next scheduled maintenance or when they become unsightly, whichever is first.
9. All rules regarding flowers, plants, mementos and decorations will be at the discretion of the Cemetery Committee. If any items not directly attached to the monument become a nuisance or hindrance to normal maintenance including but not limited to mowing, snow removal, burials, utility work, etc., they will be removed and discarded at the discretion of the Cemetery Committee.

MONUMENTS

1. No footstones or cornerstones will be permitted in the Cemetery. (This rule is because of cemetery maintenance).
2. Military, fraternal or other organizational plaques may only be mounted directly to a monument. Military plaques are not allowed at the foot end of the Cemetery spot. If a military, fraternal, or other organizational plaque is used as a primary grave marker, it must be placed and mounted on a minimum of granite pad. They will no longer be allowed to be placed on or in a concrete base.

3. All Military flag holders are required to be drilled into either the foundation and/or the base of the monument. No longer can they be just stuck into the ground.
4. All monuments must be on a cap made of granite. All granite used within the cemetery shall meet the American Society for testing of materials specifications listed below. Concrete foundation caps are no longer allowed to be used in the Cemetery.
5. Under the granite cap must be concrete six (6) inches in depth. The foundation cap shall extend beyond the actual base of the monument to form a four (4) inch or greater collar at ground level on all sides.
6. All stones being re-set within the cemetery must adhere to the new regulations regarding setting. (They must be placed upon a granite cap). The stone can be leveled, but if a re-set must be done then new rules apply.
7. Granite shall meet the American Society for Testing of Materials specifications as follows
 - a. ASTM: C97-47 Bulk density per cubic foot shall not be less than 162 lbs.
 - b. ASTM: C97-47 Percentage of absorption shall not be more than .30%
 - c. ASTM: C170-50 Compression strength per square inch shall not be less than 20,000 lbs.
 - d. ASTM: C99-52 Modulus of rupture per square inch shall not be less than 1,500 lbs.
8. It shall be the responsibility of the quarry of all granite foundations to guarantee to the Cemetery that such material being furnished is free from sap and components which will cause rust stains from natural faults which cause checks or cracks. It shall be the responsibility of the memorial manufacturer and finisher that the granite foundation provided by them shall be of first quality and finish in accordance with the trade standards of good craftsmanship. Any error resulting from material or improper finishing within one (1) year from the date of placement in the Cemetery will be corrected or replaced by the supplier and/or manufacturer without cost to the Cemetery or lot owner.
9. No temporary markers shall be allowed to remain in the Cemetery over (1) month. (After that period the temporary marker will be removed and discarded at the discretion of the Cemetery Committee).
10. The Cemetery does not allow the use of limestone rocks, limestone boulders, or like items to be used as a headstone or monument (solid granite boulders and granite rocks that meet the standards are permitted). This will be strictly enforced and costs associated with the removal of said items will be billed to the party responsible for installation (monument company, individual or lot owner). Upon removal, items will be disposed of.
11. The Cemetery will not allow garden plaques, cement decorations, or statues to be placed freestanding on the gravesite. These items can no longer be attached to the monument or base.
12. No person shall place any monument or headstone upon any lot in the municipal Cemetery without first paying a one-time **cash bond fee** of one thousand (**\$1,000**) dollars and a marking permit of **\$45** for each stone being placed from the City of Stuart. This monument setting bond will be placed into trust to cover cost associated with monuments set incorrectly. (**Proof of insurance policy will not be sufficient for the bond**). A Monument/marker marking fee is **\$45.00 which is payable to the City of Stuart and will be placed into the cemetery account**. No monument shall be permitted until the person setting the stone has paid the \$45.00 marking fee. Monuments shall not be set by the city, but shall be set under the supervision of the monument company according to the Cemetery Committee's specifications. All monuments that are incorrectly set based on these guidelines will be removed and re-set. It will be the determination of the City of Stuart and or the Cemetery Committee to allow/disallow setting by perpetrator for future monuments.
13. It is the responsibility of the memorial manufacturer and finisher to give notice at minimum three (3) business days to the City of Stuart to ensure ample time in determining the proper location and flagging of the grave site for the monument. The memorial manufacturer will also be required to fill out and submit a Monument Grave Service Form. This form will ask specifications in regards to the Lot Owner, Monument and the like. These items will be strictly enforced; cases where proper notification is not given, the manufacturer or finisher will not be allowed to set the monument and will have to return at a later date.
14. It will be at the discretion of the City of Stuart to allow or disallow setting of monuments based on weather and Cemetery conditions. Setting will not be allowed in perilous conditions such as rain, snow, wet conditions and other non-controllable hazardous conditions.

REOPENING GRAVE AND DISINTERMENT

1. Any person desiring to reopen any grave in the Cemetery to disinter or remove a body therefrom shall first obtain a permit from the Iowa State Board of Health and Iowa licensed funeral establishment. This disinterment permit issued from the state must be presented to the Cemetery Committee and City Clerk prior to scheduling. The charge for disinterment is \$1200.00 and will be placed into the cemetery account. Disinterments are allowed Monday – Friday only and must be concluded by 3:00 P.M. If not concluded by 3:00 P.M., the current schedule of overtime will be assessed if the Cemetery Staff run past 4:00 P.M.
2. When the applicant proposes relocation in another lot in the Cemetery, a service charge shall be paid in the amount required for a current interment in addition to the disinterment permit fees as provided herein.
3. Relocations from another Cemetery to this Cemetery are bound to the Outer Burial Container requirements stated in these rules and regulations.
4. An order of the District Court or the judge thereof for the exhumation of the body of a deceased shall be of sufficient application for a permit hereunder, and in such case no deposit shall be required, but the cost of such exhumation shall be a claim against the county commissioners or state courts as provided by law.

CONTRACTOR PROCEDURES

MOWING

1. The mowing of the cemetery will fall under the management of the Cemetery Committee. All complaints regarding the mowing should be referred to the Cemetery Committee at 515-523-1200 as it affects the beautification of the cemetery.

GRAVEDIGGER

1. The opening and closing of all graves will fall under the management of the City of Stuart and supervised by the Cemetery Committee. No family will be allowed to open or close their own grave for liability purposes. All complaints regarding the gravedigger should be referred to the Cemetery Committee at 515-523-1200 as it affects the beautification of the cemetery.

ALL CONTRACTORS

- 1). No unauthorized contractor will be allowed to work within the Cemetery. No contractor authorized to come within the Cemetery should ever move a cemetery stone and/or marker without permission of the Cemetery Committee 515-523-1200. If a marker happens to be moved without notification of the Cemetery Committee, any damage or repair work will be assessed by the Cemetery Committee and billed to the contractor immediately. All contractors within the cemetery are always expected to act with decorum and respect. Horseplay will not be tolerated, and if caught you will be asked to leave the cemetery grounds immediately. This is a place of rest for many families' loved ones, and it is our responsibility to treat it as it should be treated, a sacred place.

These rules are hereby set forth and enforced from the effective date on. Any items such as currently placed monuments, markers, rocks and footstones placed prior to the effective date will be considered Grandfathered in and not be subject to these rules and regulations. All rules and regulations pertaining to floral decorations, mementos, and other items will be subject to the rules and regulations set forth this effective date. All items dealing with purchasing, transferring, or determining fiscal matters of the Cemetery will be subject first to the ruling of the Cemetery Committee and secondly to the City of Stuart, City Clerk. All items dealing with the physical cemetery, monuments, grave opening and closing, burial vault compliance, and Cemetery property will be subject to the ruling of the Cemetery Committee of Stuart, Iowa.

In the event of a complaint please contact the Cemetery Committee at (515) 523-1200 immediately. Formal complaint must be filed and decided by the Cemetery Committee to act on the matter or refer it to the City Council of Stuart for final determination. The City Council of Stuart shall not hear or make rulings in regards to North Oak Grove or South Oak Grove Cemeteries without first consulting the Cemetery Committee.

**STUART MUNICIPAL CEMETERIES
NORTH OAK GROVE & SOUTH OAK GROVE
COMMON QUICK FEE GUIDE**

(Updated July 1, 2019)

Burial Spot Fees

Cost per Cemetery Space (1)- Current Stuart Resident	\$400.00
Cost per Cemetery Space (1)- Non-Current Stuart Resident	\$450.00

Grave Opening/Closing & Associated Fees

Marking Fee (Addition to Opening/Closing Fee, required of all dispositions)	\$45.00
Full Burial – Monday-Friday	\$800.00
Urn Vault Burial – Monday-Friday	\$650.00
Full Burial – Saturday 8 AM-Noon	\$1,000.00
Urn Vault Burial – Saturday 8 AM-Noon	\$850.00
Full Burial – Sunday or National Holiday (written permission must be obtained)	\$2,000.00
Urn Vault Burial – Sunday or National Holiday (written permission must be obtained)	\$1,850.00
Second Interment Fee – (Second remains buried on current occupied spot)	\$200.00
Winter Opening Fee – Dec. 1 – Mar. 1 (added to applicable Opening/Closing Fee)	\$100.00
Disinterment Fee	\$1,200.00

Monument/Marker Fees

Marking Fee (Required of All New Monuments)	\$45.00
One Time Bonding Fee from Monument Contractor	\$1,000.00

(Proof of insurance will no longer be accepted for the bond)

***The fees are subject to change at any time. These fees only represent the most common fees. For clarification, updates or explanations please do not hesitate to contact the City of Stuart at 515-523-1455 or Cemetery Committee at 515-523-1200.

ACKNOWLEDGMENT RECEIPT FOR CEMETERY RULES

1). By signing, you acknowledge you received a copy of the Stuart Municipal Cemeteries Rules and regulations on _____, 20____. You also agree that you will obey the rules and regulations that have been set forth in this booklet. If you should have any questions, please don't hesitate to call us at (515) 523-1455.

Signed by City of Stuart Clerk

Signed by Purchaser