

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Sep 22, 2016

Action Requested By: Cemetery

Agenda Type: Ordinance

Subject Matter:

Introduction of an ordinance amending Chapter 9, Cemeteries, of the Code of Ordinances of the City of Huntsville, Alabama.

Exact Wording for the Agenda:

Introduction of an ordinance amending Chapter 9, Cemeteries, of the Code of Ordinances of the City of Huntsville, Alabama.

Note: If amendment, Please state title and number of the original

Item to be considered for: Introduction

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

[Empty box for providing details on why the action is required, recommended, and council action details.]

Associated Cost: _____

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: _____

Jerry H. McKee

Date: _____

9-14-2016

ORDINANCE NO. 16-_____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama that Chapter 9, Cemeteries, of the Code of Ordinances of the City of Huntsville, Alabama, is hereby amended as follows:

Section 1. Section 51 of Chapter 9, Cemeteries, of the Code of Ordinances, City of Huntsville, Alabama shall be amended to read as follows:

a) Any person desiring to purchase a burial space in Maple Hill Cemetery shall execute an agreement with the city in the following form:

"AGREEMENT" between City of Huntsville, herein referred to as "the city," and _____/_____/_____, herein referred to as "the Purchaser."

WITNESSETH:

The City does hereby agree to sell to the Purchaser, and the Purchaser does hereby agree to purchase from the City Block _____, Lot _____, Space _____ according to the plan and survey of Maple Hill Cemetery in the City of Huntsville, Alabama, a map of the said cemetery being on file in the Office of the City Clerk-Treasurer upon the conditions herein set out for the purchase price of \$_____ Dollars (\$_____), to be paid contemporaneously with the execution hereof.

The said space is sold subject to the following conditions which are agreed to by the parties hereto:

(1) The said space shall be used for burial of a human body and such use shall at all times be subject to the rules, regulations, and laws of the city now or hereafter in force.

(2) In the event Purchaser pays the purchase price by check or bank draft and said draft is not paid due to insufficient funds then City may, at its option, declare this contract terminated in which all of the rights of the Purchaser shall cease and the city may, and is hereby authorized to, disinter and remove from the said space any human body or remains thereof then buried in said space and bury the same at such other place or places as it may select.

(3) In the event the Purchaser pays the purchase price contemporaneously with the execution of this Agreement, and complies with all rules, regulations, and laws of the city relating to the aforementioned burial space, the city will thereupon convey the same

to Purchaser, such conveyance to contain a provision that the said space shall be used only for burial of a human body, and use thereof shall at all times be subject to the rules, regulations, and laws of the city then or thereafter in force.

(4) No person, organization, corporation, or other entity who purchases a space in Maple Hill Cemetery following the date of adoption of this ordinance, shall sell, transfer, or convey such space to another person, organization, corporation, or other entity, for a sum greater than the original purchase price, as established under this Article, without first having offered such space to the City of Huntsville for re-purchase at the original purchase price. If the City of Huntsville fails to exercise its "right of first refusal" within sixty days (60) of receipt of a space owner's written "Intent to sell, transfer or convey for a price greater than the original purchase price," then the "right of first refusal" shall be deemed "waived" by the city and the space owner shall be allowed to sell, transfer, or convey, the space without any price limitation.

(5) Restrictions:

() Lot Size

() Flat Markers

() Other: _____

This Agreement shall be binding upon and shall ensure to the benefit of the respective successors, personal representatives, heirs and assigns of the parties hereto. Reference to the Purchaser shall be construed to include those whose names are above given as Purchasers, whether one or more individuals or a corporation.

WITNESS the signatures and seals of the parties, in duplicate, this the _____ day of _____/_____/_____, 20____.

PURCHASER	CITY OF HUNTSVILLE
_____	By: _____
	Its: Director of Cemeteries

(b) Any person desiring to purchase a cremation space in Maple Hill Cemetery shall execute an agreement with the city in the following form:

"AGREEMENT" between City of Huntsville, herein referred to as "the city," and _____/_____/_____, herein referred to as "the Purchaser."

WITNESSETH:

The City does hereby agree to sell to the Purchaser, and the Purchaser does hereby agree to purchase from the City Block _____, Lot _____, Space _____ according to the plan and survey of Maple Hill Cemetery in the City of Huntsville, Alabama, a map of the said cemetery being on file in the Office of the City Clerk-Treasurer upon the conditions herein set out for the purchase price of \$_____ Dollars (\$_____), to be paid contemporaneously with the execution hereof.

The said space is sold subject to the following conditions which are agreed to by the parties hereto:

(1) The said space shall be used for burial of human cremains and such use shall at all times be subject to the rules, regulations, and laws of the city now or hereafter in force.

(2) In the event Purchaser pays the purchase price by check or bank draft and said draft is not paid due to insufficient funds then City may, at its option, declare this contract terminated in which all of the rights of the Purchaser shall cease and the city may, and is hereby authorized to, disinter and remove from the said space any human cremains then buried in said space and bury the same at such other place or places as it may select.

(3) In the event the Purchaser pays the purchase price contemporaneously with the execution of this Agreement, and complies with all rules, regulations, and laws of the city relating to the aforementioned burial space, the city will thereupon convey the same to Purchaser, such conveyance to contain a provision that the said space shall be used only for burial of human cremains, and use thereof shall at all times be subject to the rules, regulations, and laws of the city then or thereafter in force.

(4) No person, organization, corporation, or other entity who purchases a space in Maple Hill Cemetery following the date of adoption of this ordinance, shall sell, transfer, or convey such space to another person, organization, corporation, or other entity, for a sum greater than the original purchase price, as established under this Article, without first having offered such space to the City of Huntsville for re-purchase at the original purchase price. If the City of Huntsville fails to exercise its "right of first refusal" within

sixty days (60) of receipt of a space owner's written "Intent to sell, transfer or convey for a price greater than the original purchase price," then the "right of first refusal" shall be deemed "waived" by the city and the space owner shall be allowed to sell, transfer, or convey, the space without any price limitation.

- (5) Restrictions:
- () Lot Size
- () Flat Markers
- () Other: _____

This Agreement shall be binding upon and shall ensure to the benefit of the respective successors, personal representatives, heirs and assigns of the parties hereto. Reference to the Purchaser shall be construed to include those whose names are above given as Purchasers, whether one or more individuals or a corporation.

WITNESS the signatures and seals of the parties, in duplicate, this the _____ day of _____, 200__.

PURCHASER	CITY OF HUNTSVILLE
_____	By: _____
	Its: Director of Cemeteries

(c) The city director of cemeteries is authorized to execute, for and on behalf of the city of purchasers, such agreements.

Section 2. Section 52 of Chapter 9, Cemeteries, of the Code of Ordinances, City of Huntsville, Alabama shall be amended to read as follows:

(a) After receipt of payment in full for burial space, said burial space being available for sale and listed in section 9-50(a), the mayor and city clerk treasurer, for and on behalf of the city, shall make a conveyance to the purchaser, the same to be in substantially in the following form:

State of
Alabama County
of Madison

IN CONSIDERATION of the sum of (\$___) Dollars, the City of Huntsville, a Municipal corporation, does hereby grant to: _____

The following described burial space(s) in Maple Hill Cemetery, to Wit:

BLOCK	LOT	SPACE

No person, organization, corporation, or other entity who purchases a space in Maple Hill Cemetery following the date of adoption of this ordinance #16-412, shall sell, transfer, or convey such space to another person, organization, corporation, or other entity, for a sum greater than the original purchase price, as established under this Article, without first having offered such space to the City of Huntsville for re-purchase at the original purchase price. If the City of Huntsville fails to exercise its "rights of first refusal" within Sixty days (60) of receipt of a space owner's written "intent to sell, transfer or convey, then the "right of first refusal" shall be deemed "waived" by the City and the space owner shall be allowed to sell, transfer, or convey, the space without any price limitation.

TO HAVE AND TO HOLD unto the said _____
_____ and unto _____

Heirs assigns with the perpetual right and authority to use the same for burial of a human body or cremains. The City of Huntsville, however, reserves the right from time to time to regulate and control the hereinabove granted premises, as well as other properties in Maple Hill Cemetery, in order that all properties in said cemetery shall be properly maintained as a City cemetery. The said burial space shall at all time be subjected to the rules, regulations, and laws of the City of Huntsville now or hereafter in force. In addition, said burial space is subject to the following restriction(s)

IN WITNESS WHEREOF, this instrument has been signed by the Mayor of the City of Huntsville, Alabama, and attested By its Clerk-Treasurer as and for the act of said Corporation on this _____ day of _____,

City of
Huntsville,
Alabama A
Municipal
Corporation

By: _____

Tommy Battle
Its Mayor

ATTEST:

By: _____ Kenneth Benion
Its Clerk-Treasurer

STATE OF ALABAMA COUNTY OF MADISON

Before me, the undersigned, a Notary Public in and for said County and State, Personally appeared Tommy Battle, whose name as Mayor of the City of Huntsville, Alabama, and Kenneth Benion, whose name as Clerk Treasurer of the Cityof Huntsville, Alabama are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they, as such officers and with full authority executed the same voluntarily for as the act of said City of Huntsville, Alabama. Given under my hand and seal of this _____ day of __, 201_____

Notary Public _____ My commission expires: _____

Section 3. Severability. The severability provisions of section 1-8 of the Code of Ordinances, City of Huntsville, Alabama shall apply to this ordinance.

Section 4. Effective Date. This ordinance shall become effective upon its adoption and approval.

ADOPTED on this the ____ day of _____, 2016.

President of the City Council of
the City of Huntsville, Alabama

APPROVED on this the ____ day of _____, 2016.

Mayor of the City of Huntsville,
Alabama