

CITY OF CARLSBAD
CARLSBAD MUNICIPAL CEMETERY

**RULES AND
REGULATIONS**

ADOPTED:
July 24, 2003

AMENDED:
April 22, 2004
October 27, 2005
January 15, 2009

CEMETERY BOARD
OF THE
CITY OF CARLSBAD

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PREFACE

The Carlsbad Municipal Cemetery, as administered by the Cemetery Board of the City of Carlsbad, is dedicated to the continuous care and lasting peace of the deceased and a perpetual service to the living in the care and memory of their loved ones and family.

These Rules and Regulations are designed to protect and maintain the value of interment rights and the general peace and tranquility of the Cemetery.

The conduct of all owners of interment rights, visitors to the cemetery, contractors performing work within the cemetery grounds and all employees of the city of Carlsbad shall be subject to and governed by these rules and regulations, as hereby published and amended from time to time, in writing.

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TABLE OF CONTENTS

PREFACE.....	3
TABLE OF CONTENTS.....	5
RULES AND REGULATIONS.....	7
Section 1. Definitions.....	7
Section 2. Perpetual Care of Cemetery.....	9
Section 3. Purchase of Interment Rights	11
<i>Deeded Property</i>	11
<i>Interment Rights Agreement</i>	11
<i>Cost of Interment Rights</i>	11
<i>Extended Purchase Plan</i>	11
<i>Lot Reservation</i>	12
<i>Notification and Approval of Changes</i>	12
Section 4. Ownership and Transfer of Right of Interments	13
<i>Succession in Right of Interment</i>	13
<i>Transfer of Ownership</i>	13
Section 5. Interment and Disinterment	15
<i>Scheduling and Disinterments</i>	15
<i>Fees for Interment and Disinterments</i>	15
<i>Requirement for Burial Vault</i>	16
<i>Orders and Special Instructions</i>	16
<i>Restriction on Opening of Caskets in Cemetery</i>	16
Section 6. Visitors.....	17
<i>Visitation. Hours:</i>	17
<i>Driving Privileges</i>	17
<i>Prohibition on Disturbing Wildlife</i>	17
<i>Domestic Animals</i>	17
Section 7. Privileges & Restrictions	19
Section 8. Decorations & Plantings:	21
<i>Establishment of Memorial Trees</i>	21
<i>Fresh Flowers</i>	22
<i>Decorations</i>	22
Section 9. Monuments and Markers	23
<i>Arrangement for Placement</i>	23
<i>Monument Requirements and Setting Permit</i>	23
<i>Non-Standard Monuments</i>	23
Section 10. Complaints and Appeals.....	25
Appendices:.....	27
1. Map of the Carlsbad Municipal Cemetery . (1 Page)	
2. Interment Rights Agreement . (3 Pages)	
3. Interment Rights Agreement with Payment Plan . (4 Pages)	
4. Payment Schedule/Payment Plan . (1 Page)	
5. Confirmation of Reservation. (1 Page)	
6. Cemetery Work Order (1 Page)	
7. (Deleted 10/27/05)	
8. Cemetery Complaint Report (1 Page)	
9. Guidelines for Improving Employee Sensitivity to the Bereaved (1 Page)	

CARLSBAD MUNICIPAL CEMETERY
Rules and Regulations

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CARLSBAD MUNICIPAL CEMETERY
1506 Boyd Drive, Carlsbad, New Mexico 88220
Telephone 505-887-1191 Extension 260

RULES AND REGULATIONS

Section 1. Definitions

Cemetery Office: The term "Cemetery Office" shall mean the office maintained at Carlsbad Municipal Building, 101 N. Halagueno Street. Carlsbad, New Mexico.

Division: The term "Division" shall apply to major areas within the cemetery identified on the plat maps as areas of interment. Divisions are generally bounded by paved road or fence line (near the perimeter of the cemetery). Divisions are identified by either a letter designation or name. "The cemetery currently consists of 20 Divisions of which 16 are identified by letters ("A" through "P") and 4 by name (IOOF, Babyland, Santa Theresa and Santa Catarina.)

Lots: The term "lot" shall apply to an area generally of sufficient size to accommodate at least one interment. The specific size and location of each lot is defined by the respective Plat Map in which the lot is located. Lots represent the area of ground within the Carlsbad Municipal Cemetery to which Interment Rights are granted; however, prior to about 1996 deeds were issued transferring right of ownership of each specific lot to the purchaser. Lots are often referred to as "spaces" or "burial site".

Management: The term "Management" shall mean the person or persons duly appointed by the City of Carlsbad for the purpose of conducting and administering the Cemetery.

Memorial: The term "Memorial" shall include the monument, grave marker, headstone, private mausoleum to include foundation and all attachments for family or individual use.

Plat Maps: Plat Maps are legal maps filed with the Eddy County Clerk that record the location and layout of the Carlsbad Municipal Cemetery. A single Plat Map generally defines the structure of a single Division of the Cemetery; however, multiple Divisions may be shown on a single plat map. Plat Maps define the location and size of individual lots within each division and the numbering convention used to locate lots.

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Section 2. **Perpetual Care** of Cemetery.

City of Carlsbad operating through its Cemetery Board and its employees and contractors is responsible for the perpetual care of the Carlsbad Municipal Cemetery.

This includes the upkeep and general condition of all current and future interment, including all common grounds, access roadways, the trees and shrubs of the cemetery.

It does not include the maintenance, repair or replacement of grave markers nor the planting of flowers or ornamental plants on individual sites of interment, nor the maintenance of any special or unusual features associated with individual sites of interment. Furthermore, perpetual care does not include the repair or reconstruction, either partial or complete, of any marble, granite or other stonework or bronze or concrete artwork or any structure damaged or destroyed by action of the elements, Act of God, common enemy, thieves, vandals, malicious mischief makers, explosions, accidents, invasions, insurrections, riots or by the order of any military or civil authority, whether the damage by direct or collateral.

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Section 3. **Purchase of Interment Rights**

Rights for Interment are available for acquisition in Division F (indigent burials), IOOF (membership restrictions apply), Babyland and Divisions O and P. Interment rights for Lots within Divisions A through E, G through N and Santa Catarina and Santa Theresa Cemeteries are no longer available for purchase from the Cemetery and the Cemetery will no longer refund the acquisition cost or accept the return of unused lots. While lots are no longer available for new patrons in the closed Divisions, the Cemetery will continue to recognize existing interment rights and/or deeds to specific lots within these Divisions for the purpose of interment or private sale to a new owner.

A right to interment in the Carlsbad Municipal Cemetery can be held either through the historic purchase of a deed to the lot in which the burial will take place or the execution of an Interment Rights Agreement. The practice of selling deeds to individual lots within the cemetery was terminated several years ago in favor of the sale of Interment Rights. Nonetheless, the Carlsbad Municipal Cemetery will continue to recognize the existence of these deeds and honor its presentation for interment in the cemetery.

Deeded Property.

Historically, property was either deeded to individuals directly or was sold as a block to the Independent Order of Foresters (10017) for resale to their membership. Under the IOOF resale agreement individual lots within IOOF Division of the Cemetery were to be resold by the organization and a deed filed with the county clerk. In addition, one half of the sale proceeds or \$12.50, whichever is greater, would be returned to the City. In either case the existence of a deed to the burial lot is a satisfactory evidence of a right to burial in the cemetery. However, the IOOF reimbursement must be fully paid prior to interment. However, burial may be permitted should the Funeral Home serve as guarantor for this payment. Notwithstanding the existence of a deed to a particular burial lot or the method its ownership was acquired, the property deeded remains subject to all other provisions of these rules and regulations.

Interment Rights Agreement.

Rights for interment in the Carlsbad Municipal Cemetery are acquired by purchase and execution of an Interment Rights Agreement with the City of Carlsbad at the Cemetery Office. Interment Rights are issued for a specific lot within the cemetery as designated on the recorded plats of the cemetery and shown on the cemetery maps and Interment Rights Agreement. The cost of the Interment Rights must be fully paid prior to interment. However, burial may be permitted should the Funeral Home serve as guarantor for the payment of the right to interment.

Cost of Interment Rights.

The cost of Interment Rights within the Carlsbad Municipal Cemetery are as follows:

Infant Lot (in Babyland)	\$125.00
Adult Lot	\$550.00
Adult Lot with Double Depth Option	\$550.00
Indigent Burial	\$125.00
Columbarium Niche	\$550.00

Interment Rights must initially be purchased at the Cemetery Office either by the individual requesting those rights or by the funeral director if that need is imminent. The cost of interment rights shall be set and periodically adjusted by the Cemetery Board.

Extended Purchase Plan.

Interment Rights may be purchased over time by making equal monthly payments to the City of Carlsbad. The option for payment over time is subject to a one time administration fee amounting to 10% of the total cost of the Interment Rights acquired. A twelve month payment plan is available for the purchase of interment rights for up to 2 lots and a twenty-four month plan for the purchase of 3 or more lots. The maximum length of the payment schedule is 24 months. Periodic supplemental payments will be

accepted to reduce the overall length of the payment schedule. The initial scheduled payment plus payment of the full administrative fee is due initially and subsequent payments are due the first of each succeeding month at the Cemetery Office.

Lot Reservation.

In the event of the death one's spouse, the surviving spouse or other family member may reserve, for a period not to exceed 30 calendar days, an adjoining burial lot for the subsequent purchase of Interment Rights. The purpose of this provision is to allow the surviving spouse time to decide without undo pressure a future course of action. If at the end of this thirty day period the surviving spouse or other family member has not made satisfactory arrangements for the purchase of interment rights, the reservation may be terminated without further notice and the reserved lot offered for sale.

Notification and Approval of Changes.

It is the duty of the owner or purchaser to notify the Cemetery Office of any change in address or any other information that may impact the status of Interment Rights. This notification must be made in writing following the procedure enumerated in the Interment Rights Agreement. Statements by employees or agents of the City contrary to the requirements and obligations outlined in the Interment

Rights Agreement or the Rules and Regulations of the Carlsbad Municipal Cemetery, shall not obligate the City unless those statements are confirmed in by majority approval of the Cemetery Board

Section 4. Ownership and Transfer **of Right** of Interments.

Succession in Right of Interment.

The surviving spouse of the original owner of the Interment Right shall have the first succeeding right of interment. In the case of differing opinions among subsequent survivors, the City will execute the intentions of the following, in order:

- a. Instructions of the owner of interment rights;
- b. Executor of the Last Will and Testament of the owner of interment rights;
- c. Holder of the Power of Attorney for the owner of interment rights;
- d. In cases where the above are not available, the City will follow the ruling or guidance of a court, the sole survivor, or the unanimous decision of survivors;
- e. In cases where the desires of the survivor(s) are not clear, the City reserves the right to postpone services until such desires are made clear and legal.

Transfer of Ownership.

If a lot owner wishes to transfer ownership of a Interment Rights Agreement to another unrelated individual, the transfer must be authorized by the legal owner or surviving spouse by filing a notarized certificate of transfer with the Cemetery Office and payment of a transfer fee. There is no fee required for ownership of a Interment Rights Agreement to another member of the family or other related individual. The certificate of transfer shall fully identify the current owner, the proposed owner and identify the lot. In addition, the signatures of both the current owner and the proposed owner shall be notarized. The original right of interment shall be surrendered to the Cemetery Office and a new right of interment shall be issued to the new owners. No transfer is valid until the documents have been executed by the City.

If a lot owner wishes to transfer ownership of interment rights acquired by deed, the owner must sell the deed in a private sale and the new owner notify the Cemetery Office of the transaction. After recording the transfer of ownership transfer by the County Clerk the new owner must provide a copy of the recorded deed to the Cemetery office along with the stipulated transfer fee.

If a lot owner wishes to cancel ownership of an Interment Rights Agreement, the owner shall return the Agreement to the City of Carlsbad along with a certificate of transfer showing the City of Carlsbad as recipient of the Agreement. A refund of the original cost of the cemetery lot, less the cost of the fee for transfer, shall be made to the owner by check issued by the City of Carlsbad.

If the owner of a cemetery lot requests a transfer of Interment Rights Agreement from one lot to another the Owner shall surrender the original Agreement to the Cemetery Office and, pending lot availability, a new Inteuient Rights Agreement will be issued for the new location. In addition the owner shall pay a transfer fee. If an increase in the sale price has been made since the original lot was purchased, the owner shall be required to pay the difference between the original lot price and the current price of the new lot.

The fee for the transfer of Interment Rights from one lot within the Cemetery to another shall be \$25.00.

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Section 5. Interment and Disinterment:

Scheduling and Disinterments,

Interment and Disinterment at the Carlsbad Municipal Cemetery may be scheduled Monday through Friday from 9:00 AM through 4:00 PM.

Special arrangements, however, may be made to accommodate interments on Saturday, Sundays or any City of Carlsbad holidays (except Easter Sunday and Christmas Day) if necessary to accommodate the

needs of the surviving family and an unreasonable hardship would occur as the result delay in burial. The City of Carlsbad recognizes the following holidays: New Years Day, Martin Luther King Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Cremains shall not be interned on Sundays or City of Carlsbad Holidays. Disinterment will be permitted only on non-holiday weekdays.

Fees for Interment and Disinterments

The Carlsbad Municipal Cemetery shall not accept the remains for interment or permit disinterment unless and until the appropriate service fee for the opening and closing of the grave has been paid and the interment or disinterment has been authorized by the Cemetery Office. However, burial may be permitted should the Funeral Home serve as guarantor for the future payment of the cost of the opening and closing of the grave.

The service fee for the opening and closing of graves in the Carlsbad Municipal Cemetery is as follows:

CASKETS:

Weekday:

Infant Burial (Babyland)	\$125.00
Infant Burial (Elsewhere)	\$375.00
Adult Burial, Normal Depth	\$375.00
Adult Burial, Double Depth	\$625.00
Indigent Burial, Normal Depth	\$45.00

Saturday:

Infant Burial (Babyland)	\$190.00
Infant Burial (Elsewhere)	\$500.00
Adult Burial, Normal Depth	\$500.00
Adult Burial, Double Depth	\$750.00

Sunday and City of Carlsbad Holidays:

Infant Burial (Babyland)	\$750.00
Infant Burial (Elsewhere)	\$750.00
Adult Burial, Normal Depth	\$750.00
Adult Burial, Double Depth	\$1,250.00

CREMAINS:

Weekday:	\$125.00
Saturdays:	\$250.00
Sundays and City of Carlsbad Holidays:	\$500.00

DISINTERMENT:

Infant (Weekdays only):	\$125.00
Adults (Weekdays only):	\$250.00

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Section 6. Visitors

The general public, as well as the relatives of the deceased interned within the cemetery, are invited to visit the Cemetery at their leisure. The Cemetery board has implemented the following rules in order to maintain a reasonable sense of peace and tranquility within the Cemetery and respect for those that have preceded us in death.

Visitation Hours:

The Carlsbad Municipal Cemetery is open to visitors 7-days a week, 365 days a year, according to the following schedule:

1. Summer Hours (April 1 Through October 31): 8:00 AM through 7:00 PM
2. Winter Hours (November 1 Through March 31): 8:00 AM through 5:00 PM

The cemetery is closed to visitors when the entrance gates are closed. Visitors are permitted enter to the cemetery only through the entrance gates.

Driving Privileges

Driving within the Cemetery is a privilege granted to those visitors that fully respect the rights of others:

1. No vehicle shall be operated at a speed in excess of 10 MPH through the Cemetery Gates on any street within the Cemetery. The vehicles of all visitors are restricted to the paved streets within the cemetery and must avoid driving on the grass. Vehicles are not permitted to make a u-turns on any cemetery street.
2. All vehicles must stay on the right side of all streets, whether moving or parked, and must yield to funeral processions.
3. Every person driving on cemetery grounds is responsible for any damage done by him or caused by any vehicle in his care. Driving any vehicles across or upon any grave, lot or lawn or parking or leaving the same thereon is strictly prohibited.

Prohibition on Disturbing Wildlife

Visitors shall not disturb the squirrels, birds or other wildlife finding habitat in the cemetery nor shall they feed or provide any other accommodation without the express approval of the Cemetery Board.

Domestic Animals

No domestic animal, whether such animal is leashed or unleashed, shall be permitted within the cemetery unless the owner of the animal demonstrates a valid reason to the Cemetery Office and prior approval is obtained. This requirement for prior approval shall not apply to certified animals assisting persons with disabilities

Section 7. Privileges & Restrictions

The Carlsbad Cemetery Board reserves the right to:

1. Enlarge, reduce, replat or change the boundaries or grading including the right to modify or change the location of or remove or re-grade roads, drives, or walks, or any part thereof.
2. Lay, maintain and operate, or alter or change pipe lines or gutters for sprinkling systems, drainage, etc.
3. Use cemetery property not sold to individual plat owners for cemetery purposes, including interment of the dead, or for anything necessary, incidental or convenient thereto.
4. Perpetual right and control *of* ingress and egress over lots for the purpose *of* passing to and from other lots.

Descriptions of lots shall conform to the cemetery plats which are kept on file in the Cemetery Office and recorded by the Eddy County Clerk.

The Cemetery Board reserves, and shall have the right to correct any administrative error that may occur in any interment or disinterments within the Carlsbad Municipal Cemetery. This includes any required change in the description of any interment right, or the transfer or conveyance of any interment right, either by canceling such right or by replacing it with a similar location, as may be selected by the Cemetery Board, or in the sole discretion of the City, or by refunding the amount of money paid on account of said interment right.

In the event an error involves the interment of the remains of any person in such property, the cemetery reserves, and shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof

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Section 8. Decorations & Plantings:

The City of Carlsbad, acting through its Cemetery Board and Landscaping Contractor, is responsible for the landscaping of the entire cemetery including the planting and maintenance of all grass, trees, shrubs, flowers and similar items of natural growth.

Establishment of Memorial Trees.

The establishment of memorial trees within the cemetery by the general public or individuals with interment rights in the cemetery will be permitted provided the following guidelines are satisfied:

- a. Any person wishing to establish a memorial tree shall submit a written application to the cemetery office. This application may be made by letter addressed to the Manager of the Carlsbad Cemetery, PO Box 1569, Carlsbad, New Mexico 88221. The following minimum information shall be provided:
 - The Name, address and telephone number of the individual requesting approval for establishment of a memorial tree;
 - The name of the individual(s) for whom the memorial tree is to be dedicated and, if interred in the cemetery, the location of the gravesite(s);
 - The type of tree and the approximate diameter of tree at chest height that the applicant wishes planted. Trees planted in the cemetery shall be limited to the following varieties: Sycamore, Live Oak, Ash, Red Oak or Cottonless Cottonwood and have a minimum 4" diameter at chest height.
 - Whether or not the applicant wishes to recognize the individual being memorialized with a ground plaque and, if so, the proposed size of the plaque to be furnished and the type of material from which it will be constructed. All memorials shall be constructed of granite, marble or bronze, installed flush with the ground and be no larger than 1.5 feet in greatest dimension. (See Section 9, Monuments and Markers, for additional requirements.);
 - A cashiers check in the amount of \$150.00 made payable to the City of Carlsbad as a non-refundable deposit to cover the cost of the tree and the extension of irrigation system to the site of the proposed tree and installation of a drip system.
- b. Following receipt of the request for establishment of a memorial tree, the City of Carlsbad will establish a price based upon the type and size of the tree requested by the applicant, estimate the cost of planting and installation of irrigation and invoice the applicant for the cost less the deposit submitted with the application. Upon receipt of payment acceptable to the City of Carlsbad in the full invoiced amount, the City will purchase the type and general size of tree requested, install irrigation and notify the applicant of the location of the tree planted. The applicant shall make separate arrangements for installation of a plaque at a location approved by the City of Carlsbad.
- c. Trees shall be planted along the edge of paved cemetery access roads in alignment with existing trees or elsewhere if authorized by the Cemetery Office. Every reasonable effort will be made by the City to plant the tree proximate to the grave of the individual of family being memorialized, but due to landscaping constraints this may be difficult to accomplish. Should the city be unable to provide a location within 300' of the grave, the applicant will be offered a refund of his or her deposit.

Trees will be planted by the city along a paved access roads or elsewhere if authorized by the Cemetery Office. No tree shall be planted no closer than 50 feet from any existing tree or from each other, closer than 5' to the edge of any lot-or so as to unreasonably block irrigation flow to any area of the cemetery.

Fresh Flowers.

The cemetery encourages the use of live floral tributes on the graves of loved ones. However, the beauty of live flowers is often short lived and will soon, unless regularly attended to by the owner of the lot, degrade and adversely impact the overall appearance of the cemetery. Fresh cut flowers, when set into permanent containers, vases or urns mounted on the gravestone, on its foundation or on a flush footstone or marker will be permitted at all times providing the arrangement does not interfere with grounds maintenance. All flowers will, however, be removed and disposed of when, in the sole opinion of the groundskeeper, they become wilted or otherwise unsightly. Under no circumstances shall flowers be planted in the ground.

Decorations.

Only those decorations, such as toys, boxes, ornaments, flags or facsimile flowers, that can be located above the ground and attached to the headstone or its supporting base and not interfere with or otherwise impede grounds maintenance will be permitted in the cemetery.

Wrought iron grates, railings, lattice or wicker fencing or plant holders that extend beyond the footprint of the headstone or its supporting base and/or higher than 4 feet are not allowed.

Candles are not allowed.

Self illuminating decorations energized by solar power are permitted provided they are permanently mounted on the headstone and properly maintained in a fully functional manner and not allowed to fall into disrepair. It is the responsibility of lot owner to periodically inspect and maintain each unit and promptly repair, replace or remove any unit that fails. The Cemetery groundskeeper, without notification, has the authority to remove any self illuminating decoration that falls into disrepair or become dislodged from its mounting on the headstone. All such items removed shall be stored for a period no less than 60 days and then removed from the cemetery.

Any decoration found on the ground will be placed in a protective bag, sealed, labeled with the family name, (if it can be identified) dated and stored at the cemetery maintenance facility. If it is not possible to reasonably identify the originating gravesite, such as often occurs after a wind storm, items collected in a common open container, dated and stored at the maintenance facility. All items shall be stored for a period no less than 60 days and then removed from the cemetery.

The City of Carlsbad and Carlsbad Municipal Cemetery does not assume any responsibility for the loss or damage of any decoration or their containers.

CARLSBAD MUNICIPAL CEMETERY
Rules and Regulations

the name, address and telephone number of the individual holding the original or, if deceased, the individual with succeeding Right of Interment;

the address within the Cemetery of the lot(s) on which the applicant wishes to place the memorial;

a sketch of the lot (or lots) showing the location proposed with any existing headstones, footstones, vegetation or other similar improvement that may exist.

a sketch (or photograph, if one is available) of the proposed memorial showing overall dimensions, materials of construction and the method of setting the memorial.

Section 9. Monuments and Markers.

Arrangement for Placement.

The owner of interment rights within the Carlsbad Municipal Cemetery is responsible for individually contracting for the design, manufacture, placement and maintenance of all desired monuments. The Cemetery Office maintains a list of local monument companies that have demonstrated the general capability to providing quality materials and workmanship. All arrangements, however, are the exclusive privilege of the individual desiring the monument and the monument company. All monuments placed in the cemetery must, nonetheless, conform to the following requirements:

Monument Requirements and Setting Permit

A monument setting permit must be issued by the Cemetery Office prior to the placement of the monument in the cemetery. This permit is normally obtained by the monument company and is available at a cost of \$15.00. In the event that a proper setting permit is not obtained prior to placement, the city, at its sole discretion, retains the right to remove or direct removal of any unauthorized memorial or any memorial that does not meet the following standards:

- a. All memorials shall be set under the supervision of the Cemetery Superintendent or designated representative by a recognized monument company conducting, as its regular business, monument sales and installation in the City of Carlsbad. Improperly set memorials will be promptly and correctly reset when so directed by the Cemetery Superintendent.
- b. No memorial work will be allowed on lots or graves until all cemetery obligations to the City of Carlsbad are paid in full.
- c. All memorials shall be constructed of granite, marble or bronze. Memorials constructed of other material, including "homemade" shall not be permitted unless the prior written approval of the Cemetery Board is obtained.
- d. All headstones shall be sized in conformance with the size of the lot or lots on which it will be placed. No headstone placed on standard adult sized lot(s) shall exceed 48" above the ground at its highest point, be thicker than 16" at its thickest point or wider than 75% the width of the lot(s) on which it is placed. All other monuments, such as footstones or cremation markers, shall be placed, flush with the ground; protuberances above ground level are unacceptable.
- e. All headstones shall be set on a finished concrete base formed with straight edges and set level with the adjacent ground. All bases shall be finished smooth with a natural concrete color. No coloring or painting of the concrete shall be permitted. All bases shall be contained entirely within the lot(s). Concrete bases are not required for other monuments, such as footstones or cremation markers that are placed flush with the ground.
- f. The erection of a mausoleum or lawn crypt is subject to review and approval by the Cemetery Board. The Cemetery Board requires that the proponent submit complete specifications for the project.
- g. Cemetery personnel will not help unload or place any markers for the monument company.

Non-Standard Monuments

Any owner of interment rights wishing place a nonstandard memorial shall submit a written application to the cemetery office. This application may be made on either a form provided by the Cemetery office or by letter addressed to the superintendent of the Cemetery. In either case, the following minimum information shall be provided:

- the Name, address and telephone number of the individual requesting approval;

Section 10. Complaints and Appeals.

The Cemetery Board realizes that unfortunately instances occur where the general public or the individual owners of inter anent rights are not pleased with staff decisions or particular Rules and Regulations of the Board. Depending on the nature of each circumstance, these individuals are encouraged to either complete a Cemetery Complaint form or bring the matter directly to the Boards attention by filing a written request in the Cemetery office.

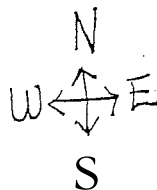
It is the policy of the Cemetery Board that any complaint received within the Cemetery Office be fully investigated and otherwise addressed as quickly as possible and that all appeals to the Board be scheduled as for a hearing at the next regularly meeting of the Board.

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Appendices:

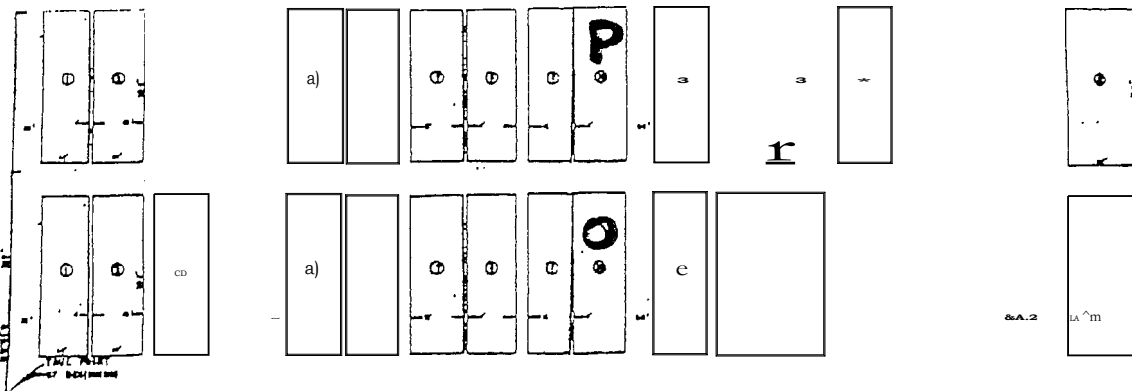
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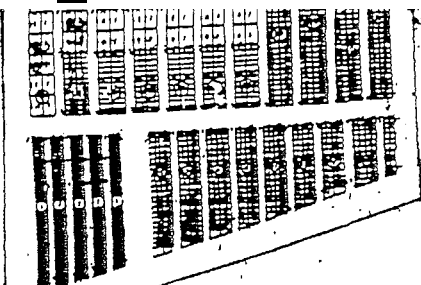
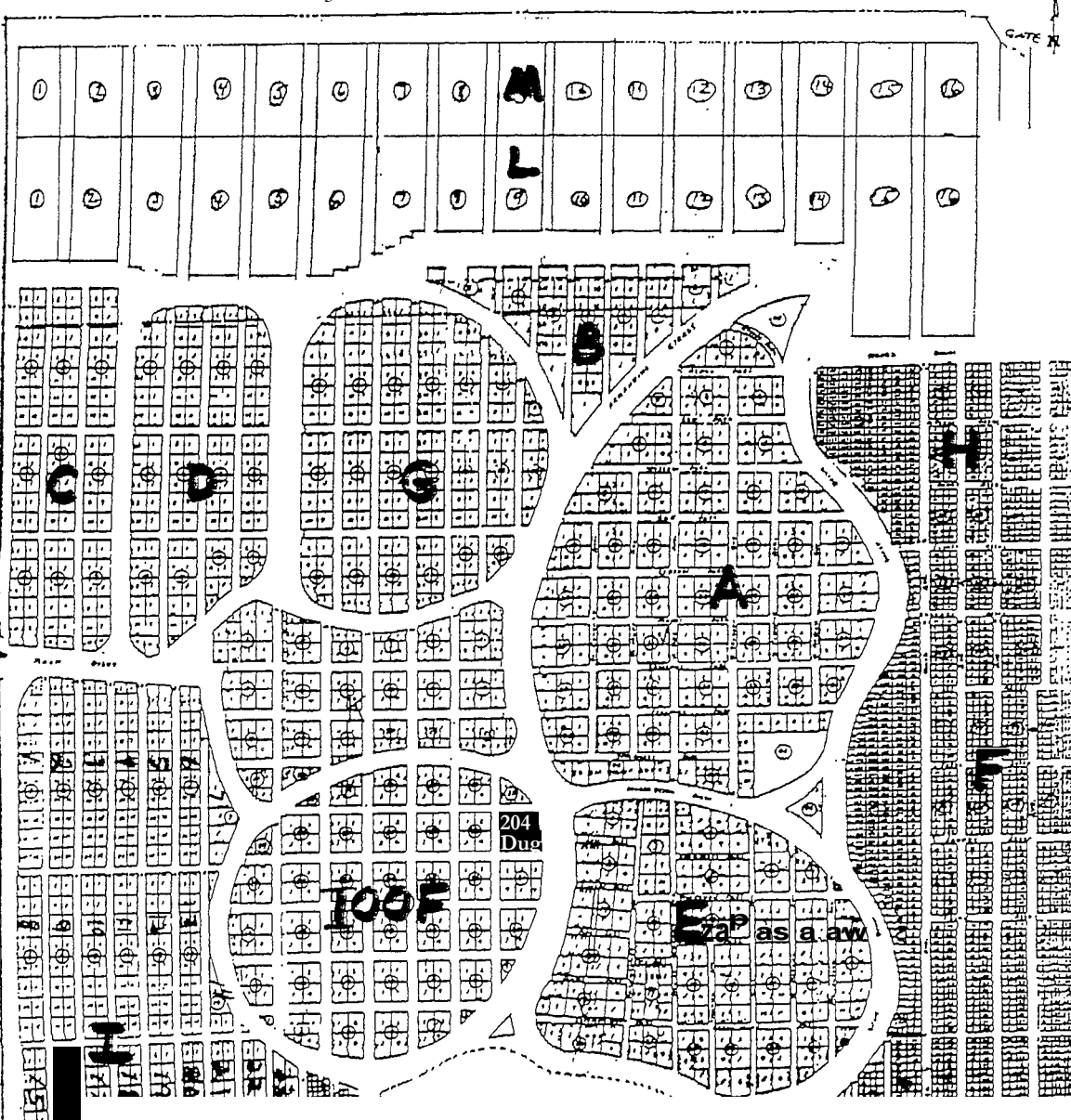


MAIN GATE
TO NEW SECTION

BOYD DRIVE



JU4REZ STREET

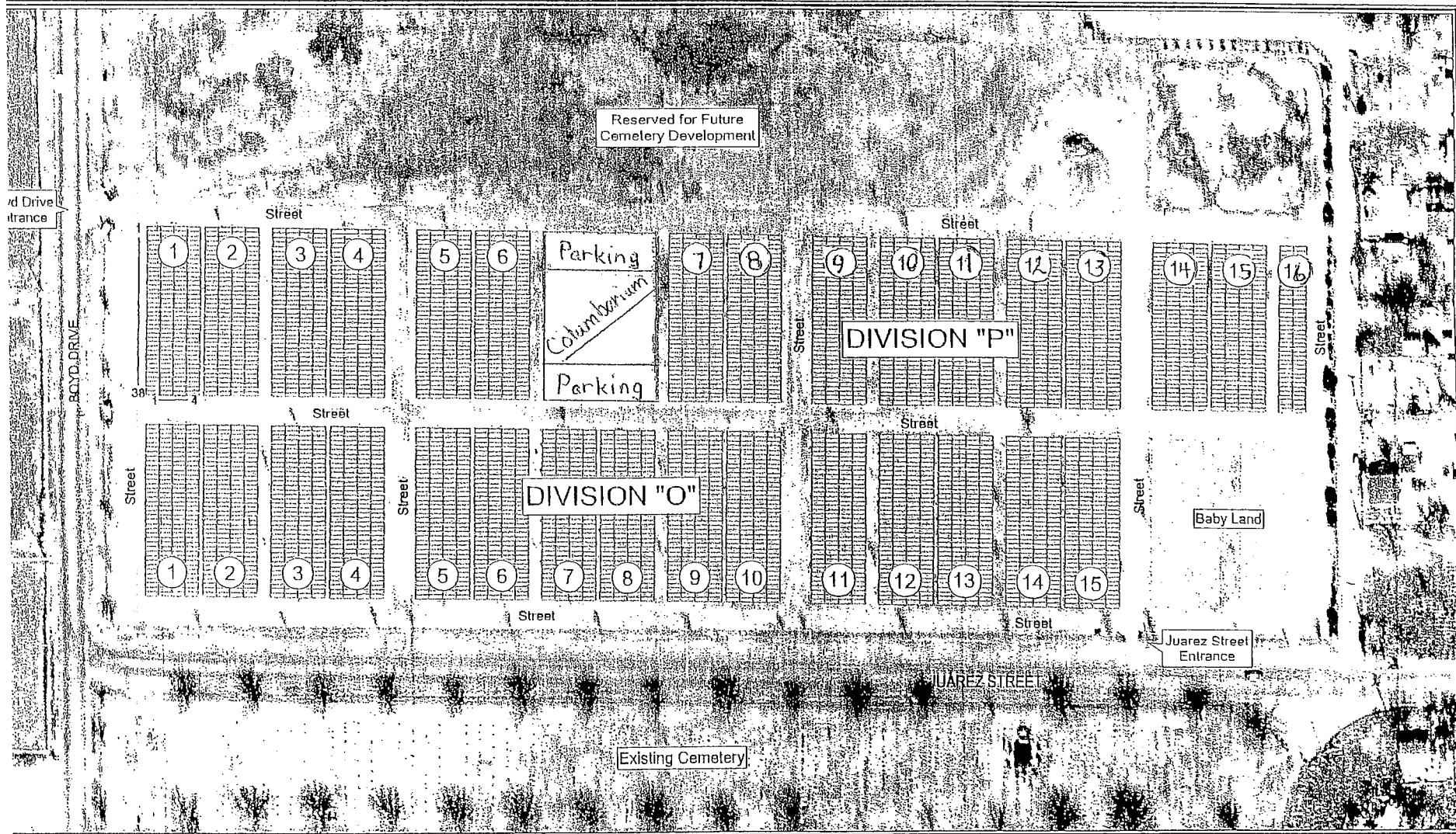




CARLSBAD MUNICIPAL CEMETERY

Detail of Divisions "O" and "P"

CITY OF CARLSBAD
Engineering Department
05/12/03



**INTERMENT RIGHTS AGREEMENT
WITH THE CARLSBAD, NEW MEXICO CEMETERY**

THIS AGREEMENT is made this _____ day of _____, 2009, by and between the City of Carlsbad, New Mexico, a municipal corporation (hereinafter referred to as "City"), and _____ hereinafter referred to as "Buyer").

- 1 WITNESSETH: That, the City, for the consideration of the sum of _____, cash, paid in full at the time that this Agreement is signed, the receipt of which the City hereby acknowledges, and without any warranties of title expressed or implied, hereby sells to Buyer, interment rights only in the following described cemetery lot in Eddy County, New Mexico:

DIVISION:	BLOCK:	ROW	SPACE
-----------	--------	-----	-------

Carlsbad Cemetery, belonging to the City of Carlsbad, New Mexico, as shown on the official map and plat thereof (hereinafter referred to as the "premises").

TO HAVE AND TO HOLD unto Buyer, so long as the premises are lawfully used or may be used for the interment of the human dead.

2. Buyer agrees that (he) (she) (they) will use the premises exclusively for the interment of the human dead and shall not place in, upon, or around the premises any curb, monument, planting, or marker of whatsoever kind or character except as first approved in writing by the City, and in the event that this agreement is anyway broken or breached, the City may summarily remove such curb, monument, planting, or marker, without first providing notice to Buyer.
3. Buyer also agrees to comply with all rules and regulations of the Carlsbad Cemetery as they now exist or as may be promulgated from time to time.
4. Buyer states that the above described cemetery lot shall be used for the interment of:

Name: _____

Relationship to Buyer: _____

In the event that Buyer wishes to transfer this interment right to someone besides the above named person, the Buyer shall notify the City of the transfer in writing. That notification shall be done in the manner set forth in the Carlsbad Cemetery's rules or regulations.

5. Should any dispute arise between the parties in connection with the Agreement and if such dispute cannot be resolved by discussion between the parties, the parties agree to submit the unresolved dispute to arbitration in lieu of litigation.

6. In the event that this Agreement is breached in any manner by the City, Buyer's damages of any nature, including direct and consequential damages, shall be limited to the purchase price of the premises.
7. It is the duty and responsibility of Buyer to notify the City of any change to the Buyer's address. All notices or other communications required or permitted by the terms of this Agreement shall be in writing and deemed to have been duly given and delivered, if mailed, certified postage prepaid:

If to City: City Cleric
 The City of Carlsbad
 P.O. Box 1569
 Carlsbad, N.M. 88221-1569

If to Buyer:

IN WITNESS WHEREOF, the City of Carlsbad, Eddy County, New Mexico has caused this instrument to be executed by its Mayor, and attested by its City Clerk, on the _____ day of 2009.

CITY OF CARLSBAD, NEW MEXICO

By: _____
 Mayor

ATTEST:

By: _____
 City Clerk

COUNTY OF EDDY)

My Commission Expires:

Notary Public

Cemetery Board of Carlsbad

Date: _____

INTERMENT RIGHTS AGREEMENT
WITH **THE** CARLSBAD, NEW MEXICO, CEMETERY
WITH PAYMENT PLAN

THIS AGREEMENT is made this _____ day of _____, 2009, by and between the City of Carlsbad, New Mexico, a municipal corporation (hereinafter referred to as "City"), and
(hereinafter referred to as "Buyer").

1. WITNESSETH: That, **upon payment in full**, the City shall sell to buyer, without any warranties of title expressed or implied, interment rights only in the following described cemetery lot in Eddy County, New Mexico:

DIVISION: _____ BLOCK: _____ ROW: _____ SPACE: _____
--

in the Carlsbad Cemetery, belonging to the City of Carlsbad, New Mexico, as shown on the official map and plat thereof (hereinafter referred to as the "premises").

TO HAVE AND TO HOLD unto Buyer, so long as the premises are lawfully used or may be used for the interment of the human dead.

2. The full purchase price for the premises is \$ _____. Buyer agrees to make payments according to the Payment Plan attached to this Agreement signed by Buyer and dated _____, 20_____.
3. The Buyer may terminate this Agreement at any time prior to having made payment in full. Once Buyer has paid the full purchase price, Buyer may not terminate this Agreement. Buyer must notify the City of the termination of this Agreement in writing and in the manner required by the Cemetery's rules and regulations.
4. Upon termination of this agreement, the City shall refund to Buyer that portion of the full purchase price paid by the Buyer minus an administration fee equal to ten percent (10%) of the purchase price. The Buyer must collect any refund within one hundred and eighty (180) days after this Agreement is terminated. If the Buyer fails to collect the refund within the one hundred and eighty (180) days, the refund shall revert to the City and the Buyer shall have no right to that money.
5. THE BUYER AGREES **THAT THE PURCHASE PRICE MUST BE PAID IN FULL BEFORE BUYER MAY USE THE PREMISES IN ANY MANNER. THE BUYER WILL HAVE NO RIGHTS IN OR TO THE PREMISES UNTIL THE PURCHASE PRICE IS PAID IN FULL.**
6. If the purchase price is not paid in full by the _____ day of _____, 20_____, this Agreement will terminate. Upon such termination, the City shall refund to Buyer that portion of the purchase price paid by the Buyer minus an administration fee equal to ten percent (10%) of the full purchase price. Buyer must collect any refund within one hundred and eighty (180) days of the termination of this agreement.
7. Buyer agrees that (he) (she) (they) will use the premises exclusively for the interment of the human dead and shall not place in, upon, or around the premises any curb, monument, planting, or marker of whatsoever kind or character except as first approved in writing by the City, and in the event that this agreement is in any way broken or breached, the City may summarily remove such curb, monument, planting, or marker, without first providing notice to Buyer.

8. Buyer also agrees to comply with all rules and regulations of the Carlsbad Cemetery as they now exist or as may be promulgated from time to time,

9. Buyer states that the above described cemetery lot shall be used for the interment of:

Name:

Relationship to Buyer:_____

In the event that Buyer wishes to transfer this interment right to someone besides the above named person, the Buyer shall notify the City of the transfer in writing. That notification shall be done in the manner set forth in the Carlsbad Cemetery's rules or regulations.

10. In the event that this Agreement is breached in any manner by the City, Buyer's damages of any nature, including direct or consequential damages, shall be limited to that portion of the purchase price paid by Buyer.

11. Should any dispute arise between the parties in connection with the Agreement, and if such dispute cannot be resolved by discussion between the parties, the parties agree to submit the unresolved dispute to binding arbitration in lieu of litigation.

12. It is the duty and responsibility of Buyer to notify the City of any change to the Buyer's address. All notices or other communications required or permitted by the terms of this Agreement shall be in writing and deemed to have been duly given and delivered, if mailed, certified postage prepaid:

If to City: City Clerk
 The City-of Carlsbad
 P.O. Box 1569
 Carlsbad, N.M. 88221-1569

If to Buyer: _____

IN WITNESS WHEREOF, the City of Carlsbad, Eddy County, New Mexico has caused this instrument to be executed by its Mayor, and attested by its City Clerk, on the _____day of _____, 20

CITY OF CARLSBAD, NEW MEXICO

ATTEST:

By:_____By:

Mayor

City Clerk

Buyer

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

Notary Public: _____

My Commission Expires: _____

CERTIFICATE OF CEMETERY BOARD

CEMETERY BOARD OF CARLSBAD

Page 3 of 3

Total Contract Amount: \$_____ Administration Fee(10% of Total): \$_____

[illegible]

CITY OF CARLSBAD CEMETERY PAYMENT SCHEDULE

NO. OF SPACES	COST OF SPACES	ADMINISTRATION FEE	NO. OF MOS.	MONTHLY PAYMENTS
1	\$400	\$40	12	\$33.33
2	\$800	\$80	12	\$66.66
3	\$1,200	\$120	24	\$50.00
4	\$1,600	\$160	24	\$66.66
5	\$2,000	\$200	24	\$83.33
6	\$2,400	\$240	24	\$100.00
7	\$2,800	\$280	24	\$116.66
8	\$3,200	\$320	24	\$133.33
9	\$3,600	\$360	24	\$150.00

I _____ of _____
(Name on Interment Right Agreement form) (Address)

have signed an agreement for Interment Rights with the City of Carlsbad for the following:

Cemetery Lot(s) Description: Div._____, Blk._____, Row_____, Space (s)

I agree to make payments according to the above marked payment schedule.

All payments are due by the 5th of each month.

The Expiration Date of my contract is _____

Signed:_____ Date:

Witness: Date:

**CITY OF CARLSBAD
CEMETERY WORK ORDER**

Record No.:	Date:
Funeral Service Provider:	Contact Person:
Deceased:	
Requested Date of Interment:	Time:
Location of interment: Div,: Blk,:	
Lot or Row: Space:	
Reserve Space(s): <input type="checkbox"/> yes <input type="checkbox"/> no # of spaces	
Owns Property <input type="checkbox"/> yes <input type="checkbox"/> no Needs to purchase property <input type="checkbox"/> yes <input type="checkbox"/> no	
Property Owner:	
Service Type: <input type="checkbox"/> Church <input type="checkbox"/> Chapel <input type="checkbox"/> Gravesite <input type="checkbox"/> Cremation	
Adjoining Property:	
Remarks:	

CEMETERY COMPLAINT REPORT

Reporting Person: _____	Date: _____
Address: _____	Phone: _____

Type of Report:

<input type="checkbox"/> Vandalism	<input type="checkbox"/> Flowers
<input type="checkbox"/> Damaged Stone	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Sunken Grave	<input type="checkbox"/> Sunken Headstone
<input type="checkbox"/> Theft	<input type="checkbox"/> Other

Location: Div. _____, Blk. _____, Lot _____, Space _____

Date of Incident: _____	
Comments: _____	
<u>Complaint taken by:</u>	
<u>Complaint Referred to:</u> <input type="checkbox"/> P W <input type="checkbox"/> Parks Superintendent <input type="checkbox"/> Contractor <input type="checkbox"/> Other	
Action Taken: _____	Date: _____
Final Report: _____	
Final Report by: _____	
Date: _____	

- ☐ Copy sent to L. Camero
- ☐ Copy sent to City Administrator
- ☐ Copy sent to Mayor
- ☐ Copy sent to Cemetery Board

GUIDELINES FOR IMPROVING EMPLOYEE SENSITIVITY TO THE BEREAVED

The Carlsbad Cemetery Board recognizes that the burial of a loved one, family member or simply a friend can be a highly emotional occasion for those taking part in the bereavement process. The Funeral Director puts a great deal of effort into creating an atmosphere of solace and respect and maintaining that atmosphere throughout the entire proceedings. The Cemetery Board wants to emphasize that while cemetery workers aren't called upon to participate in the service as our work is usually completed without recognition, each worker can have a tremendous impact on the experience of the bereaved. This impact can either be positive or negative.

SUGGESTIONS TO HELP MAKE OUR IMPACT **POSITIVE** :

1. It is, of course, necessary to backfill the grave after the funeral services over. Be sure to set the flowers aside and then display them respectfully after the work is completed.
2. Leave arrangements of live flowers undisturbed at the grave site for at least a week. By that time the display should be wilted and our clients should not object to removal. Items of apparent value should be bagged, labeled and stored after this initial period of time.
3. Do not operate any heavy machinery, other vehicles or hold conversations within earshot of a graveside service, including the period before and after each funeral. This is very important in maintaining the solemnity of each ceremony. Remember that extraneous sounds can travel a significant distance and be very irritating during the quite ceremony.
4. If you are working in an area when a funeral procession passes, stop work, remove hats and face the procession until it leaves. This will take only a few minutes but will show the respect that our clientele deserve.
5. Schedule the opening of the grave for a particular service so that the grave site is ready well before hand. Schedule closure, unless requested otherwise, so that work is not started until the funeral party has completely left the grave site. The funeral party should never be rushed. The presence of a cemetery employee waiting at the gravesite after the ceremony puts undesirable and unwarranted pressure on the family.
6. There is often a period of time, sometimes extended, between the closing of the grave and the installation of a headstone. The placement of decoration is clearly defined if there is a headstone in place. However, there is nothing in the rules about the placement of decorations before hand. Clients should be allowed to place decorations on either side of the name plaque provided by the funeral home in the area otherwise reserved for the headstone. These decorations should, nonetheless, be placed in staked vases or within short lengths of plastic pipe. This will allow trimming of the grass and maintenance of gravesite. The published rules should be followed after the headstone is placed.
7. Please contact the cemetery office if you ever think a client should be contacted regarding their family burial plot. In most instances they can explain the problem and assist in its resolution before things get out of hand. This is always better than having our client surprised by a problem and then not know who can assist in it's resolution.

Both the employees of the City and those of any of our contractors can have a very positive impact on the experience of those in attendance. I wish to thank on behalf of our Cemetery Board for anything that you can do to enhance the quality of service that our Cemetery provides.

/s/ Dan York
Dan York, President, Carlsbad Cemetery Board

October 27, 2005
Date