

**CITY OF BRIGHTON CEMETERIES  
2024**

***I. — BRIGHTON MUNICIPAL CODE***

Section 2.44.010 **Table of Contents**

|                                                                                       |                      |
|---------------------------------------------------------------------------------------|----------------------|
| <b><u>1.0 Purpose</u></b>                                                             | <b><u>Pg. 5</u></b>  |
| <u>1.1 Declaration of Purpose of Rules and Regulations</u>                            |                      |
| <b><u>2.0 Definitions</u></b>                                                         | <b><u>Pg. 5</u></b>  |
| <u>2.1 Terms and Words Defined</u>                                                    |                      |
| <b><u>3.0 Brighton Municipal Code</u></b>                                             | <b><u>Pg. 7</u></b>  |
| <u>3.1 Section 2.44.010 of Brighton Municipal Code</u>                                |                      |
| <u>3.2 Role of City Council with Brighton Cemeteries</u>                              |                      |
| <u>3.3 Supplemental to Brighton Municipal Code</u>                                    |                      |
| <b><u>4.0 Ownership and Management</u></b>                                            | <b><u>Pg. 7</u></b>  |
| <u>4.1 City of Brighton Ownership and Management</u>                                  |                      |
| <u>4.2 Role of City Council</u>                                                       |                      |
| <u>4.3 Direction and Control of Parks and Recreation Director to Cemetery Manager</u> |                      |
| <u>4.4 Adoption of Fee Schedule</u>                                                   |                      |
| <u>4.5 Precautions and Liability</u>                                                  |                      |
| <b><u>5.0 Purchase of Lots</u></b>                                                    | <b><u>Pg. 8</u></b>  |
| <u>5.1 Sale of Lot</u>                                                                |                      |
| <u>5.2 Lot Space Selection</u>                                                        |                      |
| <u>5.3 Owner of Lot(s)</u>                                                            |                      |
| <u>5.4 Gravesite Purchaser Information</u>                                            |                      |
| <u>5.5 Repurchasing of Lots by City</u>                                               |                      |
| <u>5.6 Infant versus Adult Gravesite</u>                                              |                      |
| <u>5.7 Fee Schedule Availability and Changes</u>                                      |                      |
| <u>5.8 Available Gravesites at Elmwood and Fairview Cemeteries</u>                    |                      |
| <u>5.9 Allowed Number of Burials in a Lot</u>                                         |                      |
| <u>5.10 Cemetery Deed of Ownership</u>                                                |                      |
| <u>5.11 Discount for Veterans and their Spouse</u>                                    |                      |
| <u>5.12 Determination of Residency</u>                                                |                      |
| <u>5.13 Acceptable Proof of Residency</u>                                             |                      |
| <u>5.14 Payment Plan Options</u>                                                      |                      |
| <b><u>6.0 Transfers</u></b>                                                           | <b><u>Pg. 11</u></b> |

[6.1 Consent](#)

[6.2 Original Deed Requirement](#)

[6.3 Without Original Deed Requirement](#)

[6.4 Transfer Execution](#)

[6.5 Cemetery Lot Inheritance](#)

## **7.0 Interment**

[7.1 Presentment of Deed](#)

[7.2 Interment Notice to Cemetery](#)

[7.3 Opening and Closing of Gravesites](#)

[7.4 Liability for Proper Interment Over the Phone Requests](#)

[7.5 Permitted Funeral Hours](#)

[7.6 Graveside Service Restrictions](#)

[7.7 Saturday Service Restrictions](#)

[7.8 Procession to Gravesite](#)

[7.9 Liability for Confirming Identity of Deceased](#)

[7.10 Service Arrival Precedent](#)

[7.11 Guidelines for Witness Lowering of Caskets](#)

[7.12 Opening a Casket on Cemetery Grounds](#)

[7.13 Cremation Burials on an Existing Lot](#)

[7.14 Contagious Disease Interments](#)

[7.15 Allowed Remains in a Single Lot](#)

[7.16 Prohibition of Cremains Scattering on Property](#)

[7.17 Required Final Disposition Permit](#)

## **8.0 Columbarium and Ossuarius Niches**

[8.1 Allowed Markers](#)

[8.2 Prohibited Items on Niches](#)

[8.3 Floral Tributes](#)

[8.4 Funeral Flower Disposal](#)

[8.5 Single Niche Urn Dimensions](#)

[8.6 Double Niche Urn Dimensions](#)

[8.7 Columbarium Perpetual Care Fees](#)

[8.8 Number of Remains Allowed to be Interred](#)

[8.9 Columbarium and Ossuarius Payment Plan Option](#)

[8.10 Ossuarius and Cremation Garden Engravings](#)

## **9.0 Public Assistance Interments**

**Pg. 11**

**Pg. 13**

**Pg. 14**

[9.1 Location of Burial](#)

[9.2 Allowed Scheduled Time of Interment](#)

[9.3 How to Qualify for Public Assistance Interment](#)

[9.4 Vault and Marker Requirements for Public Assistance Sections](#)

## **10.0 Disinterment**

**Pg. 14**

[10.1 Liability of Disinterment](#)

[10.2 Authorized Personnel for a Disinterment](#)

[10.3 Resale of Disinterred Grave Space](#)

[10.4 Notice Required for Disinterment](#)

[10.5 Services Provided](#)

[10.6 Release of Liability](#)

[10.7 Payment Prior to Disinterment](#)

[10.8 Subject to Applicable Law by the State](#)

## **11.0 Vaults**

**Pg. 15**

[11.1 Vault Requirement](#)

[11.2 Vault Approval](#)

[11.3 Vault Inspection Fee](#)

[11.4 Vault Set Up Requirement](#)

## **12.0 Foundations, Monuments, and Markers**

**Pg. 15**

[12.1 Foundation Requirement](#)

[12.2 Marble Monuments](#)

[12.3 Time Restrictions for Foundation Setting](#)

[12.4 Foundation Measurement Requirements](#)

[12.5 Temporary Markers](#)

[12.6 Length Restrictions for Monuments](#)

[12.7 Prohibited Upright Monument Sections](#)

[12.8 Monument Material Requirements](#)

[12.9 Cemetery Manager Approval](#)

[12.10 Monument Location Approval](#)

[12.11 Liability for Monuments within Cemetery](#)

[12.12 Installation Company Requirements](#)

[12.13 Height Restrictions](#)

[12.14 Foundation Requirements](#)

[12.15 Maximum Foundation Sizes](#)

[12.16 Border Requirements](#)

[12.17 Required Sketch of Monument or Marker](#)

[12.18 Babyland, Cremation, and Pet Cemetery Restrictions](#)

[12.19 Permitted Timeline of Placement](#)

### **13.0 Decoration of Lots**

**Pg. 16**

[13.1 Vase Decorations](#)

[13.2 Plantings in the Cemetery](#)

[13.3 Flowers on Ossuary and Columbarium](#)

[13.4 Memorial Day](#)

[13.5 Allowed Time for Decorations](#)

[13.6 Spring Clean Up](#)

[13.7 Holiday Decorations](#)

[13.8 Plant Material Removal](#)

[13.9 Flower and Vase Height Allowance](#)

[13.10 Plant Donations](#)

[13.11 Decorations on Monuments](#)

[13.12 Decorations in Trees](#)

[13.13 Prohibited Structures and Material](#)

[13.14 Removal Rights by Cemetery Staff](#)

[13.15 Prohibited Material on Turf](#)

[13.16 Lost, Misplaced, or Broken Flower Vases](#)

[13.17 Babyland Decorations](#)

[13.18 Fairview Decoration Removal due to Winds](#)

### **14.0 Conduct within the Cemetery**

**Pg. 18**

[14.1 Visitor Times](#)

[14.2 Office Business Hours](#)

[14.3 Alcohol on Premises](#)

[14.4 Gathering and Removal of Flowers](#)

[14.5 Trees, Plants, and Shrubs](#)

[14.6 Loitering](#)

[14.7 Pets in Cemetery](#)

[14.8 Role of Cemetery Staff](#)

### **15.0 Faithful Friends Pet Cemetery Rules and Regulations**

**Pg. 19**

[15.1 Allowed Burials in a Gravesite](#)

[15.2 Plantings Prohibited](#)

[15.3 Vases](#)

[15.4 Monument Restrictions](#)

15.5 Lot Size

15.6 Opening and Closing Pre-Payment

15.7 Other Guidelines

## **1.0 Purpose**

### **1.1 Declaration of Purpose of Rules and Regulations**

These rules and regulations shall be held to be minimum requirements enacted for the mutual protection of the City and all burial space owners at the City of Brighton Cemeteries and to ensure uniform and permanent beauty at all cemeteries owned and maintained by the City of Brighton.

## **2.0 Definitions**

### **2.1 Terms and Words Defined**

**At-Need:** At the time of death, the purchaser will purchase a burial space with the right of interment, perpetual care, a vault, and pay for opening and closing costs. The owner will obtain memorials or monuments from a licensed and bonded monument company.

**Base:** The base of the headstone is the long horizontal stone that touches the ground. The tablet or memorial is erected on top of the base.

**Block:** Typically, has up to (8) lots or gravesites and is used to find exact locations of gravesites in agreeance with plot books.

**Burial Space:** A single or companion space within a burial section designed for the interment of human remains.

**Burial Vault:** Container designed to enclose a casket or urn for burial purposes. May be concrete, steel, or poly.

**Cemetery:** Defined as a burial park for above and below ground interments of human remains, specifically, the City of Brighton Cemeteries, Fairview and Elmwood Cemetery.

**Cemetery Manager:** City staff member appointed by the Parks and Recreation Director who shall have responsibilities for the operation and administration of the Cemetery.

**City:** The City of Brighton, Colorado.

**City of Brighton Resident:** A person or family that lives in, or owns taxable property, within the City limits; a person or family that lived in the City for 20 years or more that no longer resides in the City limits; or a person who worked for the City of Brighton for 20 years or more, shall receive residents' rates for purchases at the City of Brighton Cemeteries.

**City Council:** The City Council of the City of Brighton.

**Columbarium Niche:** Above-ground structure consisting of multiple niches for inurnment of cremated remains. The inurnments can be individual or companion.

**Cremains:** Cremated remains of a human body and the cremated remains of a pet.

**Disinterment:** The removal of the buried remains of a deceased person and the burial vault from the ground.

**Family:** Biological relatives, chosen family, blended families, extended families, cultural families, or anyone else that defines themselves as family.

**Foundation:** The foundation upon which a memorial is installed that sits flush with the ground.

**Interment:** The permanent disposition of the remains of a deceased person by earth burial.

**Inurnment:** The permanent disposition of the cremated remains of a deceased person by earth burial, columbarium, or ossuary niche.

**Lot:** Word that is interchangeable with gravesite.

**Marker:** Same as memorial.

**Memorial:** A monument, marker, tablet or headstone for family or individual use.

**Monument:** Same as memorial.

**Niche:** A single or companion space within a niche columbarium.

**Ossuary:** An ossuary combined with a columbarium niche. An ossuary provides space for urns containing human cremains in an individual or double niche, or the ossuary is utilized which is a vault containing multiple urns.

**Owner:** The person or persons:

1. To whom the Cemetery has conveyed a right or rights of interment,
2. Who have acquired such right or rights by transfer in accordance with these Rules and Regulations

**Perpetual Care:** The term “perpetual care” used in reference to burial spaces shall be held to mean the cutting and watering of the grass at reasonable intervals; the raking and cleaning of the lots; the general care and pruning of the trees and shrubs that may be placed along the walks, roadways and boundaries; and means and intends the general preservation of the lots and the grounds, walks, roadways, boundaries and structures to the end that the grounds shall remain and be reasonably cared for as cemetery grounds forever. Perpetual care does not include the maintenance, repair or replacement of any public mausoleum for which perpetual care has been paid to the City.

**Pre-Need:** An agreement between the City and the purchaser. A Pre-Need agreement may include purchase of burial space with right for interment and perpetual care.

**Sales Contract:** A contract between the City and the purchaser of a burial space for right of interment and other related services.

**Section:** A platted lot within the Cemetery and may consist of more than one burial space.

**Temporary Marker:** Metal stake marker that is placed on the date of interment and expires after 90 days from the date of interment.

**Urn:** A container for cremated remains.

**Veteran:** Any member of the Armed Forces of the United States, (Army, Navy, Air Force, Marine Corps, Coast Guard) who dies on active duty. Any veteran who was discharged honorably or with any other type of discharge that qualifies for Veteran benefits.

### **3.0 Brighton Municipal Code**

- a. 3.1. Section 2.44.10 of the Brighton Municipal Code allows the City Council to establish rules and regulations for the operation of the Brighton cemeteries.
- b. 3.2. The following Rules and Regulations, duly enacted by the City Council of the City, shall be binding on the owners of all lots in the Brighton cemeteries regardless of the date such owner acquired title. Any subsequent amendments to these Rule and Regulations are incorporated herein by this reference.
- c. 3.3. These Rules and Regulations are intended to supplement the provisions of Article 2-44 of the Brighton Municipal Code, and any conflict therewith shall be superseded by the Code.

## ***~~II. OWNERSHIP AND MANAGEMENT~~***

### **4.0 Ownership and Management**

- a. 4.1. The Brighton Cemeteries are owned and managed by the City ~~of Brighton~~.
- b. 4.2. The Brighton City Council has the right of general control of the Brighton cemeteries in all matters, whether or not such matters are specifically set forth in these Rules and Regulations.
- c. 4.3. The Brighton Cemeteries are under the direction and control of the Parks and Recreation Department Director, who may delegate such authority to the Cemetery Manager or other appropriate designee. The Parks and Recreation Director and the Cemetery Manager shall have supervisory responsibility for all activities within the Brighton cemeteries. In the Rules and Regulations, when approval is at the discretion of the Cemetery Manager, the exercise of such discretion by the Cemetery Manager is subject to the final authority of the Director of Parks and Recreation.
- d. 4.4. City Council will annually adopt a schedule of fees and costs for all City cemeteries.
- e. 4.5 Although the City ~~of Brighton~~ takes reasonable precautions to protect each lot owner's property within the City's cemeteries from loss or damage, the City is not responsible for any loss or damage resulting from the elements (such as wind, rain, snow, flood, etc.), an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, or insurrections, whether the loss or damage is direct or collateral, other than herein provided.

## ***~~III. PURCHASE OF LOTS~~***

### **5.0 Purchase of Lots**

~~a.~~ 5.1. All gravesites at the Elmwood and Fairview cemeteries are sold for cash and all sales are final.



- b. 5.2. The selection of lot spaces will be made exclusively at the cemeteries.
- c. 5.3. Names of gravesite purchasers will be kept on file. Documents or ~~Certificates~~certificates identifying lot spaces allow the owner(s) the right and license to burial and placement of memorials only and are subject to applicable law and these Rules and Regulations.
- d. 5.4. Gravesite lots will only be sold Monday through Friday, except on holidays, during normal business hours.
- e. 5.5. Gravesite lots which have been sold, shall not be re-purchased by the City.
- f. 5.6. Gravesites for infants are considered to be three feet by four feet. Any grave greater than four feet in length is considered an adult gravesite.
- g. 5.7. A schedule of fees and costs is posted in the cemetery office. Such fees and costs are subject to change by resolution of the City Council.
- h. 5.8. A plot book showing available gravesites and their location is located in the cemetery office.
- i. 5.9. When purchasing a full--size gravesite, the purchaser will determine, at the time of purchase, whether there is to be one burial or one burial with up to four (4) cremations at that site or up to eight (8) cremations at that gravesite. Each grave may have no more than one upright monument and one flat marker.
- j. 5.10. A cemetery deed conveys only the right of interment, and does not grant to the holder any right or interest in real property. All sales agreements shall grant to the purchaser the right to use such burial spaces for interment of human remains or the interment of human remains with the cremated remains of pets, subject to these Rules and Regulations.
- k. 5.11. Discount for Veterans and Their ~~Spouses~~Spouse
- (i)• Veterans killed in action and the surviving spouse of a Veteran killed in action who are residents of Brighton at the time of burial will receive a one hundred percent (100%) discount on the purchase of a burial space at either Elmwood or Fairview Cemetery. The discount applies only to the burial space and does not include the fees for opening and closing or perpetual care.
- (ii)• \_\_\_\_\_ Upon the presentation of form DD 214, Honorably Discharged Veterans and their spouse ~~who are residents of Brighton~~ at the time of burial will receive a ten percent (10%) discount on the purchase of a burial space at either Elmwood or Fairview Cemetery. The discount applies only to the burial space and does not include the fees for opening and

closing or perpetual care.

£

1. 5.12. Determination of Residency: — To be eligible for the 'Resident Rate' for burial at the Cemeteries of Brighton, the person to be interred in the grave space shall satisfy one of the following conditions:

- (i)• Ownership or rental of property within the corporate limits of the City of Brighton at the time of death (verification of the payment of City of Brighton property taxes); or
- (ii)• \_\_\_\_\_ Ownership of a business located within the corporate limits of the City of Brighton at the time of death (verification of a business license and sales tax license issued by the City of Brighton and verification of payment of City of Brighton property taxes); or
- (iii)• \_\_\_\_\_ Wards of the State living in a group home located within the corporate limits of the City of Brighton; or
- (iv)• \_\_\_\_\_ Military personnel/families who maintain an address within the corporate limits of the \_\_\_\_\_ City of Brighton; or
- (v)• \_\_\_\_\_ Citizens of Brighton who are registered to vote in the City of Brighton; or
- (vi)• \_\_\_\_\_ Full time City employee receiving benefits (or retired full time employee receiving benefits); or
- (vii)• \_\_\_\_\_ A person who was a resident of the City of Brighton prior to placement in a nursing home or other assisted living facility located outside of the corporate limits of the City of Brighton within five (5) years preceding the requested interment in a Brighton cemetery;  
or \_\_\_\_\_

m. 5.13. Acceptable Proof of Residency. - The following are acceptable proof that the person to be interred is/was a resident of the City of Brighton:

- (i)• A current Colorado Driver's License with a City of Brighton address;;
- (ii)• \_\_\_\_\_ A current Colorado motor vehicle registration with a City of Brighton address;;
- (iii)• \_\_\_\_\_ A Lease Agreement for property within the corporate limits of the City of Brighton, with a term of at least one year;;
- (iv)• \_\_\_\_\_ A current City of Brighton utility bill with address within the corporate limits of the City of Brighton;;
- (v)• \_\_\_\_\_ Property tax records
- (vi)• \_\_\_\_\_ Note: \_\_\_\_\_ If the person to be interred resided at a nursing home or other assisted living facility at time of interment, two of the above will be accepted to verify residency within one year of passing.

n. 5.14. Payment Plan. - Cemetery ~~Lots~~lots may be purchased through a payment plan, according to the requirements set forth below and in the Sales Agreement Brighton Cemeteries:

- (i)• The payment plan is only available for the costs associated with purchase of the grave site and perpetual care, and NOT for the costs for opening and closing, which costs are payable

at the time of burial.

(ii)•\_\_\_\_\_An administrative fee in the amount of One Hundred Dollars (\$100.00) is due for each grave site to be purchased under the payment plan. The administrative fee is in addition to the costs for the purchase of the grave site and perpetual care.

(iii)•\_\_\_\_\_In order for a burial to take place, the grave site and open-closing costs must be paid full.

- (iv)• \_\_\_\_\_ A headstone will NOT be set on any grave site for which all of the required costs have not been paid in full. If more than one grave site is being purchased, the headstone will only be placed on the grave site(s) for which full payment has been received.
- (v)• \_\_\_\_\_ Everyone participating in the payment plan must ~~execute the Sales Agreement Brighton Cemeteries and~~ comply with all of the terms thereof.

#### **IV. — TRANSFERS**

- The purchaser(s) agrees to make all payments as agreed upon in the Installment Purchase Agreement at the office at Elmwood Cemetery at 14800 Old Brighton Road or mail the payment to be received by the agreed day of the month to: Elmwood & Fairview Cemeteries c/o City of Brighton, 500 S 4th Ave., Brighton CO 80601. The purchaser(s) acknowledges that failure to make two (2) consecutive monthly payments as required shall result in default. Upon default, the City shall provide written notice to the purchaser(s) of the default. The purchaser(s) shall have thirty (30) days from the date of the notice to cure the default by paying all outstanding amounts due.
- If the default is not cured by the purchaser(s), the purchaser(s) shall forfeit all internment plot(s) and inurnment niche(s) which are the subject of the Installment Purchase Agreement as well as all installments paid. If the purchaser(s) have completed 80% of payments, monies paid are eligible to be transferred to another burial plot or forfeited plot if it is available at the time of payment.
- The City agrees that the internment plot(s) or inurnment niche(s) will not be sold to any other person during the pending of the Installment Purchase Agreement. The purchaser(s) may prepay or accelerate payments without penalty.
- Acceptance by the City of overdue payments or the waiver of any breach of the terms, conditions or provisions of the Installment Purchase Agreement shall not constitute a waiver of any subsequent breach.
- It is understood and agreed that upon full payment of the amounts due and issuance of a Certificate of Ownership to the purchaser(s), the Certificate represents only a right to inter or inurn human remains in the described site and does not convey any interest or title to the property upon which the site is located.
- The purchaser's rights under the Installment Purchase Agreement and Certificate of Ownership shall be subject to the ordinances, rules and regulations of the City, and State, and Federal laws related thereto.
- If the purchaser(s) is a resident as defined by Sec. 2-44-101, B.M.C. on the date of execution of the Installment Purchase Agreement, but at the time of death is a non-resident, the applicable non-resident fees will be due and payable prior to the internment or inurnment.
- The purchaser(s) shall provide a memorial, marker or stone for the grave site. The cemetery will provide a temporary grave marker until placement of a permanent memorial or 90 days after date of interment. If a permanent memorial is not placed within 90 days of the placement of the temporary grave marker, the cemetery staff will remove the temporary marker without further notice.
- The Certificate of Ownership issued to the purchaser(s) is not transferable without the written approval of the Cemetery Manager.
- All changes in the purchaser's address, phone number and email address shall be

immediately reported to the Cemetery Manager.

## **6.0 Transfers**

- a. 6.1. Transfer of any gravesite lot or interest therein shall be valid only with the written/notarized consent of all interested parties.
- b. 6.2. The original deed must be provided at the office of Elmwood Cemetery. A new Deed will be prepared and recorded.
- e. 6.3. If the original deed or certificate of title cannot be produced, legal proof of ownership shall be provided to the City, together with a notarized affidavit indemnifying the City from any claim associated with said transfer.
- d. 6.4. All transfers shall be made at the office of Elmwood Cemetery, 14800 ~~Old~~ Brighton Road, Brighton ~~Co., CO,~~ 80601, ~~phone # 303-655-2090~~ during normal business hours. Please call and schedule an appointment 303-655-2090.
- e. 6.5. In the absence of a specific disposition of a burial space in the owner's last will and testament, the lot or burial space shall, upon the death of the owner, descend according to the intestate rules of succession as described in the state statutes. It shall be the responsibility of the descendants to provide legal documentation of heirship to the City prior to, and as a condition of, the transfer of any lot or burial space.

## **~~V.~~ INTERMENT**

### **7.0 Interment**

- a. 7.1. Interment will be scheduled only after presentment of the original deed or certificate of title and after all required fees and costs have been paid for the gravesite. If the original deed or certificate of title cannot be produced, legal proof of ownership shall be provided to the office at Elmwood Cemetery, together with a notarized affidavit indemnifying the City from any claim associated with said interment.
- b. 7.2. Requests for funerals received on a Friday before noon, will be honored for the following Tuesday morning, except with prior approval of the Cemetery Manager for an earlier date. The Cemetery needs at least two (2) full business days advance notice for a funeral. The party making the funeral requests, shall come to Elmwood ~~cemetery~~Cemetery and complete the required paperwork and make full payment in person, at least two (2) full days prior to the service date.
- e. 7.3. All grave opening and closing shall be done by the City of Brighton cemetery staff only. When instructions/information regarding the location of a burial space on a lot cannot be obtained or are unclear or undeterminable, or

when, for any reason, the burial space cannot

be opened where specified, the Cemetery Staff may locate the burial space and open it in such location on the lot as deemed appropriate and proper; and the City shall not be liable for any claims or damages asserted for such change. If, for any reason, instructions concerning the location of the burial space to be opened are changed by a Funeral Director, burial space owner or their representatives after the digging has commenced, been completed, or the burial has been made, the person requesting the change in location shall be responsible for the payment of all applicable fees for said change. All such fees shall be paid before any work is commenced pursuant to the revised instructions.

d. 7.4. The City is not responsible for any order given by telephone, or for any mistake occurring for want of precise and proper instructions as to the particular space, size or location in a lot where an interment is desired.

e. 7.5. Funerals shall be permitted at the Brighton cemeteries between 9:00 AM and 3:00 PM Monday through Friday, unless otherwise approved by the Cemetery Manager.

f. 7.6. Graveside services will not be set after 2:00 p.m.

g. 7.7. There is an additional cost for interments taking place on Saturday, and the fees for Saturday services may vary, according to the time of day requested. Funeral homes have to be in the cemetery by 11:00 a.m. and completed by noon. A schedule of fees and costs is posted in the cemetery office.

h. 7.8. A cemetery staff member shall lead the funeral procession to the gravesite.

i. 7.9. The City shall not be responsible for confirming the identity of any person sought to be interred; nor shall the City be responsible in any way for the preparation of the body.

j. 7.10. If two parties are scheduled to arrive at approximately the same time, the first party arriving shall have precedence in entering the cemetery. The second to arrive shall wait and continue only at the direction of a cemetery staff member.

k. 7.11. To provide for the safety of persons attending burials, only ~~the immediate family, or family representatives designated by the family,~~ Family may attend the lowering of the casket after the service, ~~and if only at the discretion of~~ permitted by the Cemetery ~~manager~~ Manager. The ~~family~~ Family will be required to go to the nearest road, not at the gravesite, to stand or to sit in a car, before our lowering will begin.

l. 7.12. No one may open a casket that is in the confines of a City cemetery without proper legal authority and when necessary, only by order of a court or competent jurisdiction.



~~m.~~ 7.13. Cremains shall not be buried on an existing gravesite, without proper documentation and authorization, approved by the Cemetery ~~manager~~Manager. Cremains may not be scattered anywhere in the cemetery.

~~n.~~ 7.14. Interments involving virulent contagious diseases: ~~Advance will require~~  
advance written notice and must be provided to the Cemetery Office of the intention to inter the remains of any person who has died of a virulent contagious disease so that a proper time may be appointed for the

interment and proper arrangements made for the protection of the health, safety and welfare of the public and Cemetery Staff.

~~e.~~ 7.15. Interment in any one full size lot is limited as follows: one (1) set of remains; or one set of remains with up to four (4) sets of cremains; or up to eight (8) sets of cremains.

~~p.~~ 7.16. Scattering or spreading of cremains on burial spaces or any other area of the Cemeteries is prohibited.

#### **VI.—COLUMBARIUM NICHES**

7.17. A Disposition – Removal Permit issued by the Colorado Department of Health, or if the death occurred outside of Colorado, a similar permit issued by the state in which death occurred, is required prior to interment. Such permit must be provided by a Funeral Director to the Cemetery Coordinator or Manager.

#### **8.0 Columbarium Niches, Ossuarium Niches, and Cremation Garden**

~~a.~~ 8.1. All columbarium memorials shall be ~~Bronze~~bronze plates. The Cemetery staff shall order all bronze plates. No designs, emblems, or insignias shall be allowed.

~~b.~~ 8.2. Vase hangers, glass containers, tin cans, spike cone containers or decorations ~~of any kind shall not be attached to niche shutters or otherwise displayed, and will but~~ shall be removed ~~immediately by Cemetery Staff at any time without notice to the lot owner as of August 1, 2025, on columbariums and ossuariums.~~

~~c.~~ 8.3. Special locations for columbarium and ossuarium floral tributes will be provided by the cemetery and only those locations may be used.

~~d.~~ 8.4. Funeral flower containers, baskets, and easels will be removed and disposed of when they become unsightly.

~~e.~~ 8.5. Single niches will accommodate an urn with an external dimension not to exceed 11" high by 10" long.

~~f.~~ 8.6. A double niche will accommodate an urn with external dimensions not to exceed 11" high, 5" wide by 5 ½" long.

~~g.~~ 8.7. Columbarium and Ossuarium perpetual care fees cover all maintenance of the columbarium structure itself. Fees for opening, closing, and disinterment are not included.

~~h.~~ 8.8. The cremated remains of no more than one individual may be inurned in a

single niche. No more than 2 individuals may be inurned in a double niche.

~~i.~~ 8.9. Payment Plan. - Niches may be purchased through a payment plan, according to the requirements set forth below and in the Sales Agreement Brighton Cemeteries:

~~i.~~• The payment plan is only available for the costs associated with purchase of the niche and perpetual care, and NOT for the costs for opening and closing, which costs are payable at the time of burial unless you have purchased burial spaces from the cemetery cremation section 14.4 and/or 14.6.

~~ii.~~• An administrative fee in the amount of One Hundred Dollars (\$100.00) is due for each niche to be purchased under the payment plan. The administrative fee is in addition to the costs for the purchase of the niche and perpetual care.

~~iii.~~•            In order for a burial to take place, the niche and open-closing costs must be paid full.

~~iv.~~• Everyone participating in the payment plan must execute~~comply with all~~ the ~~Sales Agreement~~terms thereof.

~~Brighton Cemeteries and comply with all of the terms thereof.~~

## ~~VII. PUBLIC ASSISTANCE INTERMENTS~~

~~8.10. Ossuaries and Cremation Garden Engravings are subject to approval by the Cemetery Manager. Additional charges will be assessed and must be paid by the lot owner upon request.~~

### **9.0 Public Assistance Interments**

a. 9.1. Public Assistance interments are buried in the Public Assistance Section of the cemetery in a burial site selected at the sole discretion of the Cemetery Manager.

b. 9.2. Public Assistance interments may only be scheduled on Monday through Friday, and not on holidays.

c. 9.3. To qualify for public assistance interment, proof of Brighton residency at the time of death is required.

d. 9.4. A polyurethane vault will be provided by the Mortuary. Grass/Flat markers only will be allowed on Public Assistance interments, to be provided by the family, and shall not exceed 2 feet by 1 foot in size.

## ~~VIII. DISINTERMENT~~

### **10.0 Disinterment**

a. 10.1. Disinterment shall only be permitted when legally authorized and shall be subject to the cemetery work schedule, the applicable fee schedule, and other related conditions. The City shall undertake the disinterment with due care, but assumes no liability for any associated damages.

b. 10.2. The only person who may be present at a disinterment, other than the cemetery crew, is the authorized funeral director.

## ~~IX. VAULTS~~

10.3. Disinterment of a body so that the lot or burial space may be sold for profit to the heirs of the deceased or to any other persons or removal contrary to the expressed or implied wish of the original lot or burial space owner is absolutely forbidden.

10.4. The City reserves the right to require at least ten days' notice prior to any disinterment. No disinterment will be made on any Saturday, Sunday, or legally observed holiday by the City. All disinterments shall be supervised by the Cemetery Manager and a licensed funeral director by

the State of Colorado.

10.5. The services provided in connection with a disinterment include removing the urn, remains of the deceased, including the casket and burial receptacle, and backfilling or closing the empty burial space. All headstones or markers must be removed by a licensed and bonded monument company.

10.6. The City shall exercise reasonable care prior and the duration of the disinterment but assumes no liability for damage to any casket, burial receptacle, and/or any other property during the process of the disinterment.

10.7. All fees assessed by the City for disinterments must be paid in full to the Cemetery Coordinator prior to the disinterment.

10.8. In addition to these Rules and Regulations, all disinterments shall be subject to all applicable law, including the City and the State of Colorado.

### **11.0 Vaults**

a. 11.1. All burials in the Brighton cemeteries ~~shall~~are required to include approved top seal polyurethane liners, except when the burial site is too small to accommodate the liner.

b. 11.2. Special vaults may be used with the prior written approval of the Cemetery Manager.

e. 11.3. Vaults not purchased from the City may be subject to a vault inspection fee in the amount set forth in the City's Annual Fee Resolution.

### **~~X. FOUNDATIONS, MONUMENTS AND MARKERS~~**

a. ~~The Brighton cemetery staff shall install all concrete or granite foundations for gravesite~~

~~monuments.~~

11.4. Set up, lowering, and lid placement required for vaults not purchased from the City must be completed by company providing the burial vault.

## **12.0 Foundations, Monuments, and Markers**

12.1. Only state licensed and bonded monument companies will be allowed to place a monument in the Cemeteries.

12.2. While the City shall exercise reasonable care to protect carvings, or other structures on any monument in the cemeteries, the City disclaims any responsibility for any damage thereto.

~~b.~~ 12.3. Foundations may not be placed between the second Monday of May and the first Monday of June or during freezing weather.

~~c. — Foundations for all upright markers shall be made of granite, at least 4" in depth and shall extend at least 4" in all directions beyond the base of the memorial, monument or marker. All flat flush markers require a 4" border of either concrete or non-polished granite.~~

~~d. — The purchaser shall provide the memorial for the grave site. The cemetery shall provide a temporary marker for only 90 days or until a permanent marker is placed, at no charge.~~

~~e. — The length of a monument shall not exceed forty inches (40") for a single grave or eighty-eight inches (88") for a double grave. All new monuments shall not exceed thirty-six inches in height as measured from the top of the concrete foundation. Base of monuments are not to exceed 12 inches in width.~~

12.4. All foundations are required to be made of granite unless approved by the Cemetery Manager.

12.5. Only solid granite and bronze monuments and memorials are allowed. Grass markers may have a hideaway vase receptacle fixed in the granite. Any other materials are subject to approval by the Cemetery Manager.

12.6. Potholes on a grave space are not permitted unless grandfathered in prior.

~~f.~~ 12.7. Upright monuments and markers will not be allowed in the Babyland, Cremation, and Public Assistance Sections, and vases or potholes will not be permitted in the Public Assistance Section.

~~g. — Only solid granite and bronze monuments and memorials, are allowed. Grass markers may have a hideaway vase receptacle fixed in the granite, but such receptacles shall not into the marker's cement foundation.~~

~~h.~~ 12.8. The Cemetery Manager shall approve all monuments.

~~i.~~ 12.9. The Cemetery Manager shall approve the location of all monuments and shall

schedule the placement of all monuments. Monuments shall not be placed on a Saturday, Sunday, or Holidays.

j. 12.10. While the City shall exercise due care to protect carvings, or other structures on any monument in the cemetery, the City disclaims any responsibility for any damage thereto.

k. ~~Only licensed monument companies will be allowed to place a monument in the Cemeteries.~~

#### ***XI.—DECORATION OF LOTS***

~~Families~~12.11. The purchaser of the gravesite shall provide the memorial for the gravesite. The cemetery shall provide a temporary marker, at no charge, for 90 days following the date of burial or until a permanent marker is placed, whichever occurs first. After 90 days, a \$150 fee can be paid for an additional temporary marker for up to one (1) year after the date of purchase.

12.12. A foundation work order must be filled out and signed by the lot owner for a monument to be placed at Elmwood or Fairview Cemeteries and the \$150 assessment fee must be paid prior to placement.

12.13. Height restrictions for all stones are thirty-six (36) inches including the tablet and base of a monument. Base of monuments are not to exceed 14 inches in width. Exceptions can be made depending on location and are subject to approval by the Cemetery Manager.

12.14. All foundations and flat markers must be four (4) inches in depth. All tablets are required to have a minimum thickness of six (6) inches apart from military issued monuments.

12.15. The maximum foundation size for a single lot is 46 inches by 22 inches for a single grave. The maximum foundation size for a double lot is 92 inches by 22 inches for a companion grave.

12.16. A three (3) inch border on all sides is required beyond the base of the memorial, monument or marker. All flat flush markers require a three (3) inch border of non-polished granite.

12.17. A sketch of markers is required with all foundation work orders for approval.

12.18. Babyland, Cremation, and Faithful Friends Pet Cemetery monuments are required to be flat and may only be 36 inches by 22 inches max with the 3-inch unpolished border on all sides and 4 inches in depth.

12.19. No marker or monument will be permitted on any burial space until the space has been paid in full, and a deed of ownership is issued to the lot owner.

#### **13.0 Decoration of Lots**

a. 13.1. Family may always have decorations in the attached vases ~~at all times~~. Staff will not remove any item from vases unless they become unsightly. The decorations can be no wider than the monument ~~and may not extend more than 12" above the monument.~~ Grass markers may have decorations in a hideaway vase, but may not have loose items placed on top of the grass marker or the foundation as these items will be removed without notice.

b. 13.2. Plantings will not be allowed on a gravesite.

e. ~~——~~ 13.3. Flowers are ~~not~~ allowed on the face of the columbarium and ossuary niche. ~~Instead, they may but will~~ be



~~placed removed~~ at any time by Cemetery Staff without notifying the ~~baselot~~ owner. Any stickers or items encroaching on the lots of ~~the niche~~ others will be removed at all times.

d. 13.4. Placement of fresh-cut and artificial sprays and wreaths on gravesites shall be allowed from seven (7) days before Memorial Day, to seven (7) days following Memorial Day, beginning with the holiday.

e. 13.5. Families will be allowed to decorate the graves and monuments from November 15th to March 1st. The staff will not remove any items during this time unless the decorations are damaging the turf or become unsightly.

~~Families~~ 13.6. Prior to March 1<sup>st</sup>, it is recommended that families come remove any decorations they wish to keep as they will be disposed of 2 weeks after removal.

f. ~~—~~ 13.7. After March 1, all decorations shall be removed. However, families may place decorations for Easter, Mother's Day, Father's Day, ~~4<sup>th</sup> of July,~~ Labor Day and Halloween, two days before the holiday and the decorations may remain for seven (7) days, beginning with the holiday. ~~After March 1, all decorations shall be removed.~~ Decorations shall be removed before these ending dates if they become unsightly, detrimental, etc. The items placed must be kept within 6" in front of the monument, in order for our staff to do the mowing and trimming necessary.

g. 13.8. Any plant material that becomes or may become detrimental to foundations, irrigation, or adjacent lots because of height, width, roots, trunks, etc. shall not be permitted and will be removed without notice.

h. 13.9. Placement of flowers must be in a bronze Hideaway vase and shall be permitted only in approved flat marker locations. Decorations in attached monument vases must be within the approved foundation work and shall be no greater than thirty-six (36") inches in height. Approval must be given by the Cemetery Manager.

i. 13.10. The Cemetery may receive donations of suitable plant material that shall be placed in a ~~Prepre~~-determined location in the cemetery for screening, care, and overall design, the plant material must be approved by the Cemetery manager.

j. 13.11. Families may place items on the monument, but they must be securely attached to the monument. Any item on the ground will be picked up and ~~placed on the shelves/containers behind the cemetery office.~~ disposed of. Decorations are not allowed on the ~~concrete~~ granite foundation. Any breakable items of glass, plastic, etc. will not be allowed and will be removed without notice.

~~13.12.~~ 13.12. Decorations in the trees and shrubs will ~~be at the discretion of the Cemetery Manager~~not be permitted and will be removed without notice.

~~13.13.~~ 13.13. Structures are not permitted to be built or placed on any grave in the Brighton cemeteries. Examples of prohibited material include, but not limited to:

- |                     |                       |                                                          |
|---------------------|-----------------------|----------------------------------------------------------|
| • <u>Borders</u>    | • <u>Curbing</u>      | • <u>Windmills, <del>Chimes</del><u>chimes</u>, etc.</u> |
| • <u>Enclosures</u> | • <u>Grave Mounds</u> | • <u>Glass <del>vases</del>, <u>Ceramics</u>, etc.</u>   |
| • <u>Hedging</u>    | • <u>Walks</u>        | • <u>Any <del>type of</del> breakable material</u>       |

There are certain items that have been placed in the cemeteries in years past, that have been Grand fathered in and that are no longer allowed.

m. 13.14. The City reserves the right to remove the same if so planted, erected, or placed.

n. 13.15. The covering of graves with any material other than turf is forbidden. Examples of prohibited material include, but not limited to:

- |                                 |                              |                       |
|---------------------------------|------------------------------|-----------------------|
| <del>Bricks</del>               | <del>Cinder</del>            |                       |
| <del>Crushed Rock</del>         | <del>Rock Glass Gravel</del> |                       |
| <del>• Oyster Shell Tiles</del> |                              |                       |
| • <u>Bricks</u>                 | • <u>Cinder blocks</u>       | • <u>Crushed Rock</u> |
| • <u>Rock</u>                   | • <u>Glass</u>               | • <u>Gravel</u>       |
| • <u>Oyster Shell</u>           | • <u>Tile</u>                |                       |

Cemetery staff may remove these without notice to the lot owner.

o. 13.16. The City/Cemetery shall not be held liable for lost, misplaced, or broken flower vases or for damage by the elements, thieves, vandals, or by causes beyond their control. The City reserves the right to regulate the method of decorating lots and the right to remove any decoration in order that uniform beauty may be maintained.

p. 13.17. Babyland/Section 5 at Elmwood and Section 13 at Fairview, shall have decorations picked up the first Monday of each month.

q. 13.18. Recognizing that severe winds occasionally occur at the Fairview Cemetery, all decorations at Fairview Cemetery shall be securely fixed to the upright portion of the monument. Cemetery staff will remove anything that is not securely attached to the monument ~~and place it at the north end of the shop at Fairview Cemetery.~~

## ~~**XII. CONDUCT WITHIN THE CEMETERY**~~

### **14.0 Conduct Within the Cemetery**

a. 14.1. Visitors are welcome on the cemetery grounds from dawn to dusk.

b. 14.2. The cemetery office is open during normal business hours, ~~summer hours (May through October) are:~~ 8:00 AM to 5:00 PM, Monday through Friday, ~~winter hours (November to April) are: 7:30 to 4:30.~~ Maps, price lists, brochures and cemetery rules and regulations can be found in the Cemetery lobby located at 14800 Brighton Rd., Brighton, CO 80601.

e. 14.3. Alcohol is not permitted in the cemetery boundaries.

d. 14.4. The gathering or removal of flowers by anyone other than the grave owners or Cemetery staff is prohibited within the Brighton cemeteries.

e. 14.5. The breaking of trees, shrubs or plants is prohibited within the Brighton cemeteries.

f. 14.6. Loitering shall not be permitted on cemetery grounds. Excessive noise will not be permitted in the cemetery.

g. ~~14.7.~~ 14.7. Pets will be allowed in the cemeteries; ~~they~~ they must be on a leash and owners will be

City of Brighton Cemeteries  
Rules and Regulations

responsible for picking up after them. The owner of any animal that trespasses upon cemetery grounds shall be liable for any damage done by the animal. The City shall not be liable for any damage caused by animals and does not assume any responsibility for keeping animals out of the cemetery.

~~h.~~ 14.8. The City of Brighton shall use reasonable care, ~~to reasonably and~~ regularly maintain all Brighton cemetery grounds in good order and repair, free from all dangerous conditions and in a manner befitting such memorial places.

~~XIII. FAITHFUL FRIENDS AT ELMWOOD CEMETERY RULES~~

15.0 Faithful Friends Pet Cemetery Rules and Regulations

~~a.~~ 15.1. One full burial or two cremated burials per each 4'x2' grave/lot.

~~b.~~ 15.2. No plantings of any type allowed.

~~c.~~ ~~In granite~~ 15.3. Inverted vases will be allowed, ~~inverted~~ so they can go in the ground when not in use.

~~d.~~ 15.4. Monuments will be flat/flush granite markers, or bronze on granite. Single headstones will be 30"x14" **without** the border and double markers will be 60"x14" **without** the border.

~~e.~~ 15.5. Grave/lot sizes will be 4'x2'.

~~f.~~ 15.6. Opening and closing cannot be pre-paid.

~~g.~~ 15.7. All other cemetery rules will apply at the discretion of the cemetery staff.