

BRUSH MEMORIAL CEMETERY

The City of Brush, named in honor of cattleman Jared L. Brush, was incorporated in 1884. Long before the town was founded, the site was a shipping point on the old Texas-Montana cattle trail, known as Beaver Creek station. Jared Brush served as Lieutenant Governor of Colorado, lived in Greeley, and visited “his town” often. Land purchased from Mr. Brush in May 1893 was designated as the Jared L. Brush Cemetery by the City Council in 1895. The cemetery is now called the Brush Memorial Cemetery and is currently divided into three sections with columbarium. Together, these 4 areas encompass 14.6 acres, approximately 10,000 burial spaces and 256 niche spaces.

North Cemetery

Family plots in the North Cemetery were originally sold in groups of five, then eventually in groups of six. The Cemetery’s first burial occurred in July 1891 and can be found next to the road in the New North’s original section.

Along the road in the First Addition of the North Cemetery, white marble upright markers were provided by the Veterans Administration for men who served in the Spanish-American War and World War I. Most veteran’s graves in the Cemetery are now marked with white metal crosses.

Other sections include a part on the west side of the First Addition for Eben Ezer Hospital tuberculosis patients who had no known relatives, and the “potter’s” field in the northeast corner of the Third Addition. Frequent causes of death in the early 1900’s included scarlet and typhoid fever, consumption, cholera, diphtheria, and an epidemic of influenza in 1918.

South Cemetery

In 1929, the City of Brush purchased additional land for cemetery expansion from the Lincoln Land Company. The South Cemetery is divided from the North by Mill Street and was opened for interments in 1940. Special designated areas for children and babies can be found in the southwest portion of Section 8.

The prominent feature of the South cemetery is its tribute to veterans, with a large open park and commemorative monument. Veterans who choose to be buried in designated veteran’s sections are provided burial space free of charge.

New North Cemetery

The New North Cemetery was purchased in 1967. The first interment in this area was in October 1999. The New North requires a concrete or steel vault to be used for all conventional burials and is the only portion of the cemetery in which full graves spaces are available for sale. The veteran's section is located in the northwest portion of the New North.

Foundations in the New North are poured in advance of sale allowing monuments to be placed immediately after purchase if needed. All lot numbers are stamped in the foundation on each lot's grave space #1.

Columbarium and Interment Chapel

In 2001 the Columbarium area was added. This area includes 4 niche units for the inurnment of cremated remains.

Also in this area is an open air Interment Chapel with canvas walls that can be lowered in inclement weather. The Interment Chapel is available for use at any interment in the Brush Memorial Cemetery.

BRUSH MEMORIAL CEMETERY

RULES AND REGULATIONS

TABLE OF CONTENTS

1.0	Introduction	4
2.0	Definitions	4
3.0	Ownership and Management	6
4.0	Control of Work by City	7
5.0	Roadways and Replatting	8
6.0	Conduct Within the Cemeteries	8
7.0	Service Charges	11
8.0	Purchase of the Right of Interment; Abandonment	13
9.0	Transfers and Assignments	15
10.0	Perpetual Care	16
11.0	Interments	17
12.0	Disinterments	21
13.0	Decoration of Lots and Burial Spaces	23
14.0	Memorials, Monuments, Etc.	23
15.0	Amendments, Exceptions and Modifications	26

1.0 INTRODUCTION

These Rules and Regulations are adopted as the Rules and Regulations for the Operation of the City of Brush Memorial Cemetery and are for the mutual protection of all right of interment owners and the City of Brush, and are intended to provide the Cemetery with a uniform and permanent beauty.

All right of interment owners, visitors, Cemetery employees, persons working directly or indirectly for right of interment owners and all rights of interment spaces sold shall be subject to these Rules and Regulations, and subject further to such other rules and regulations, amendments or alterations as shall be adopted by the City of Brush from time to time. Reference to these Rules and Regulations in the City's sales transactions or any other document shall have the same force and effect as if set forth in full therein.

The City of Brush cordially welcomes the public to the Brush Memorial Cemetery and reminds all visitors that damaging Cemetery property is punishable by law.

2.0 DEFINITIONS

The following definitions shall apply:

Burial Receptacle - Container designed to enclose a casket for burial purposes.

Burial Space - a single space within a platted lot designed for the interment of a human body.

Cemetery - a burial park for earth burial and niche inurnment owned by the City of Brush, including:

- a) all land dedicated, reserved or used for interment purposes;
- b) all vegetation therein;
- c) all graves, niches, or other interment spaces therein;
- d) all works of art therein;
- e) all roads, walkways and other structures of every kind therein;
- f) all equipment and facilities incident to the operation of the cemeteries.

Cemeteries - all of the Brush Memorial Cemeteries, including North, South, and New North.

City - the City of Brush, Colorado

City Council - the Council of the City of Brush, Colorado.

Columbarium - an arrangement of niches that may stand by itself.

Cremated Remains - the remains of a human body after the cremation process is complete.

Disinterment - the removal of the interred remains of a deceased person, the casket, and the burial receptacle from the ground.

Foundation - the base or foundation upon which a memorial is installed.

Grave - a space of land in a Cemetery used or intended to be used for the burial of human remains.

Interment - the burial of human remains or inurnment of cremated human remains.

Inurnment - the placement of cremated human remains in a container and placement of such container in a niche or grave.

Lot - a platted lot within a Cemetery consisting of one or more burial spaces.

Memorial - a monument, grave marker or headstone identifying a grave or graves. Also an inscription identifying a niche.

Monument - same as memorial.

Niche - a space in a columbarium used or intended to be used for the inurnment of cremated human remains.

Owner - the person or persons:

- a) to whom the Cemetery has conveyed a right or rights of interment; or
- b) who have acquired such right or rights by transfer in accordance with these rules and regulations; or
- c) who hold such right or rights by inheritance.

Perpetual Care - the general maintenance of lots and burial spaces, as well as the grounds, walks, roadways, boundaries and structures within the cemeteries, to the end that said areas shall remain and be reasonably cared for as Cemetery grounds forever; including but not limited to cutting and watering the lawn at reasonable intervals, raking and cleaning the lawn, the general care and pruning of trees and shrubs that may be placed in the cemeteries by the City, and filling in sunken

burial spaces. Such care is, of course, subject to weather conditions and other factors beyond the control of the City. The term “perpetual care” shall in no way be construed as meaning the maintenance, repair or replacement of any memorial, or monument erected on lots or burial spaces; nor the planting of flowers or ornamental plants; nor the maintenance or doing of any special or unusual work; nor the repair or reconstruction of any marble, granite, bronze, or concrete work on any section, lot or any portion or portions thereof damaged by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, insurrections, riots, or by order of any military or civil authority, invasions or causes beyond the reasonable control of the City, whether the damage be direct or collateral.

Right of Interment Owner - A person who has lawfully purchased a lot, lots, or niche in the cemetery for the interment of human remains.

Urn - a container for cremated remains.

3.0 OWNERSHIP AND MANAGEMENT

3.1 OWNED BY THE CITY

The Brush Memorial Cemetery, including the North, South and New North, are owned and managed by the City of Brush.

3.2 CONTROL BY CITY COUNCIL

The City Council has the right of general control of the Cemetery in all matters, whether or not they are specifically covered by the Rules and Regulations.

3.3 MANAGEMENT

The City Clerk, together with the Director of Public Works and Cemetery Supervisor shall manage the Cemetery, including but not limited to the upkeep of the grounds, sales and service, the enforcement of the Rules and Regulations adopted by the City Council, and the making of such improvements as the City Council may direct from time to time.

3.4 CITY NOT RESPONSIBLE FOR DAMAGE

The City shall take reasonable precautions to protect the rights of interment owners and lots from loss or damage. However, the City disclaims any responsibility for loss or damage from causes beyond its reasonable control, including but not limited to damage

caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage is direct or collateral.

3.5 LIABILITY FOR DAMAGE

Any person damaging, or causing to be damaged any Cemetery property, whether owned by the City or an individual, will be held liable to repair said damaged property or to replace the damaged property to its former state, without delay, and in a manner satisfactory of the City.

3.6 CITY SHALL NOT DISCRIMINATE

All decisions made by the City and its employees in connection with the operation of the cemeteries shall be made without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

4.0 CONTROL OF WORK BY CITY

4.1 WORK TO BE DONE BY CITY

Except as otherwise provided herein, all grading, landscape work and improvements of any kind, and all care of lots shall be done, and all trees, shrubs, and herbage of any kind shall be planted, trimmed, cut or removed, and all opening or closing of graves and all interments, inurnments, disinterments, or removals shall be made by the City.

4.2 CITY MUST DIRECT AND MAY REMOVE IMPROVEMENTS

All improvements or alterations of property in the cemeteries shall be under the direction of and subject to the consent, satisfaction and approval of the City, and should such changes be made without the City's consent, or in the event that at any time, the improvements or decorations become deteriorated, the City shall have the right to remove, alter, or change such improvements or alterations.

5.0 ROADWAYS AND REPLATTING

5.1 RIGHT TO REPLAT, REGRADE AND USE PROPERTY

The right to enlarge, reduce, replat and/or change the boundaries or grading of the cemeteries or of a section or sections, from time to time, including the right to modify and/or change the locations of or remove or regrade roads, drives and/or walks, or any part thereof, is hereby expressly reserved. The right to lay, maintain and operate or alter or change pipelines and/or gutters for sprinkling systems, drainage, etc., is also expressly reserved; as well as the right to use Cemetery property, not sold to right of interment owners, for Cemetery purposes, including the interring and preparing for interment of human bodies, or for anything necessary, incidental or convenient thereto. The City reserves for itself, and to those lawfully entitled thereto, a perpetual right to ingress and egress over lots for the purpose of passage to and from other lots.

5.2 NO RIGHT GRANTED IN ROADWAYS

No easement or right of interment is granted to any right of interment owner in any road, drive or walk within the cemeteries, but such roads, drives or walks may be used as a means of access to or within the cemeteries during normal operating hours.

5.3 RIGHT TO CLOSE ROADWAYS

The City shall have the right, at any time, to close any road, drive or walk within the cemeteries.

6.0 CONDUCT WITHIN THE CEMETERIES

6.1 TRAVERSING CEMETERY PROPERTY

Persons within the Cemetery shall use only the roads, drives or walks as thoroughfares and no person shall walk on the grass unless it is necessary to do so to reach a particular lot, except that an authorized worker may use such space as is necessary to perform maintenance or other services in connection with a lot. Any person using any portion of a Cemetery other than the roads, drives or walks as a thoroughfare is hereby declared to be a trespasser and the City shall in no way be held liable for any injury sustained by such trespassers.

6.2 TRESPASSERS ON CEMETERY LOTS

Only the right of interment owner or his/her relatives and friends, authorized worker or other authorized individuals shall be permitted on any Cemetery lot. Any other person thereon shall be considered a trespasser, and the City shall owe no duties to said trespasser to keep the property or the memorial in a safe condition.

6.3 CHILDREN

Children under fifteen years of age shall not be permitted within the Cemetery grounds or buildings unless accompanied and supervised by an adult.

6.4 FORBIDDEN ACTIVITIES

All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubs or plants, or feeding or disturbing birds or other animal life within the Cemetery.

6.5 VISITORS

Visitors are welcome on Cemetery grounds during regular hours between 8 a.m. and dusk.

6.6 RUBBISH

Throwing rubbish on any part of the grounds or buildings, except into designated receptacles, is prohibited.

6.7 VEHICLES

Vehicles shall not be driven in the Cemetery at a speed greater than ten (10) miles per hour. Vehicles shall not be parked or stopped in front of an open grave unless the occupant(s) are attending a funeral.

6.8 TRUCKS AND HEAVY HAULING

Heavy hauling, trucks or commercial vehicles of any kind are not permitted within the Cemetery grounds, unless they have a business purpose for being in the cemeteries, and then only by permission of the City.

6.9 BICYCLES AND MOTORCYCLES

No bicycles or motorcycles shall be allowed in the Cemetery except such as may be in attendance at funerals, or visiting a particular grave site.

6.10 PEDDLING OR SOLICITING

Peddling or soliciting the sale of flowers or plants or any other goods or commodities is prohibited in the cemeteries.

6.11 FIREARMS

No firearms shall be permitted within the cemeteries, except firearms used in connection with a military funeral, Veteran's Day celebrations, or by police officers.

6.12 NOTICES OR ADVERTISEMENTS

No signs, notices or advertisements, other than those created by the City related to Cemetery business, shall be permitted within the Cemetery grounds.

6.13 DOGS, HORSES AND OTHER ANIMALS

No dogs (unless designated and trained for the disabled), horses or any other animal shall be allowed in the Cemetery or in any of the Cemetery buildings. The owner or keeper of any animal which trespasses upon the Cemetery grounds shall be liable for any damage done by the animal. Horses may be used in conjunction with funerals with the permission of the City.

6.14 IMPROPRIETIES

All persons in the cemeteries shall conduct themselves with a level of decorum appropriate to the solemnity of the purposes and uses of the Cemetery and with respect for other persons and property.

6.19 EMPLOYEES AND WORKERS

City employees, as well as other workers, monument dealers, florists, funeral directors, or other persons working within the cemeteries shall conduct themselves with a level of decorum appropriate to the solemnity of the purposes and uses of the cemeteries at all times and in strict accordance with these Rules and Regulations.

7.0 SERVICE CHARGES

7.1 PAYMENT OF SERVICE CHARGES

The amount of rates of all charges shall be established by City Council and may be adjusted from time to time by resolution. The purchase price of Cemetery lots, including perpetual care, shall be as follows:

- a)** Lots within the designated baby section shall be sold for **\$50** per lot with funds accumulated therefrom to be allocated as follows:
 - 1)** **\$30** shall be deposited to the General Fund; and
 - 2)** **\$20** shall be deposited to the Cemetery Perpetual Care Fund.

- b)** Lots for all other persons, except indigent, shall be sold for **\$400** per lot with funds accumulated therefrom to be allocated as follows:
 - 1)** **\$230** shall be deposited to the General Fund; and
 - 2)** **\$170** shall be deposited to the Cemetery Perpetual Care Fund.

- c)** Columbarium Niches shall be sold for **\$400** for a single and **\$500** for a double with funds accumulated therefrom to be allocated as follows:
 - 1)** **\$125** shall be deposited to the General Fund; and
 - 2)** **\$275** (single) or **\$375** (double) shall be deposited to the Cemetery Perpetual Care Fund.

- d)** Additional grave space(s) shall be purchased to accommodate containers exceeding 40" x 96". Fees for the extra space shall be consistent with the current price of individual lots as set forth in this section.

- d) (1)** The City will make every effort to accommodate the location of family choice; however, in certain circumstances, it may become necessary for the City to make the appropriate determination based on availability.

7.2 CHARGES FOR INDIGENTS

The City Council shall establish reduced fees and charges which shall apply to the interment of any person who dies leaving an estate of insufficient size to pay the regular fees and charges and the persons legally responsible for the support of such person are unable to pay such regular fees and charges. In making such a determination of indigence, the City may rely on information received from the funeral director as to the

financial status of the deceased. To the extent possible, space shall be made available at the City's discretion in the cemeteries for the burial of indigents.

- a) Lots for county indigents shall be sold for **\$200** per lot with funds accumulated therefrom to be allocated as follows
 - 1) **\$115** shall be deposited to the General Fund; and
 - 2) **\$85** shall be deposited to the Cemetery Perpetual Care Fund.

7.3 CHARGES FOR VETERANS

Grave spaces within a designated Veteran's section shall be free of charge for Veterans. The fee for the foundation shall also be waived. However, existing opening and closing fees shall be charged.

7.4 OPENING AND CLOSING FEES

- a) Opening and closing fees, including reinternment, shall be as follows:

- \$100** for persons up to six years of age buried in a designated baby section
- \$450** for earth burials not within the baby or indigent sections
- \$200** for earth burials within a designated indigent section
- \$225** for each cremated remains interred in the ground
- \$200** for each cremated remains interred within a niche
- \$100** for each cremated remains interred within a designated indigent section

An additional **\$450** shall be paid for any conventional burial occurring on a Saturday, after hours, or holiday observed by City of Brush employees.

A Saturday, after hours, or holiday opening and closing for any cremation interment carries an additional **\$200** fee.

Sunday burials are permitted only by written recommendation of Health Department officials or demonstrated health emergency for the immediate family, with an additional fee of **\$500**.

- b) The fee for all conventional disinterments shall be **\$1,050** and all cremation disinterments shall be **\$400**. Disinterments shall be scheduled Monday through Friday only.

- c) The full cost of the Opening and Closing, disinterment and/or reinterments shall be paid prior to an interment. However, the City may extend credit to any mortuary located within the City of Brush for a period not to exceed 30 days.
- d) All funds derived from any burial, disinterment, or reinterment shall be deposited to the General Fund of the City.

7.5 INTERMENT CHAPEL

The Brush Memorial Interment Chapel is available for memorial service use as an alternative to a graveside service. The use of the Interment Chapel carries no fee when used in conjunction with a burial service. Use of the Interment Chapel solely for the purpose of a memorial service, absent of a burial, will carry a fee of **\$100**. An additional **\$50** shall be paid if used on a Saturday, after hours, or holiday observed by City of Brush employees.

8.0 PURCHASE OF THE RIGHT OF INTERMENT; ABANDONMENT

8.1 APPLICATIONS FOR PURCHASE

Applications for the purchase of the right of interment must be made at City Hall, where plats showing size, location and description of all lots and the schedule of prices will be kept on file.

8.2 AGREEMENT CONVEYS ONLY THE RIGHT OF INTERMENT

All sales agreements shall grant to the purchaser the right of interment of human remains only, subject to these Rules and Regulations.

8.3 ERRORS MAY BE CORRECTED

The City reserves the right to correct any errors made in the description of the lot or burial space to which the right of interment is conveyed, either by canceling the sale and substituting in lieu thereof other burial space(s) or lot(s) of equal value and in similar location, or in sole discretion of the City, by refunding the amount of money paid for said right of interment.

8.4 ADDITIONAL CREMATED REMAINS ON EXISTING BURIAL SPACES

The right to interment of cremated remains on an existing burial space may be granted after the lot owner(s) or surviving family of the interred has given permission for said

interment. Multiple burials of human remains in one burial space shall not entitle owner to additional foundation/monument space.

8.5 PAYMENT

Any available lot(s) or burial space(s) may be reserved without payment for a specific purchaser for a period not to exceed sixty (60) days. The right of interment in a burial space shall not accrue to the purchaser until the full purchase price of same has been paid.

The City may extend financing for grave spaces, under the following terms:

- a) A demonstrated need as determined by the City;
- b) Pursuant to a written purchase agreement in a form approved by the City;
- c) A minimum down payment of 10% for each grave purchased. Accrued payments shall not be refunded in the event of payment default by the purchaser;
- d) The purchase agreement shall specify minimum monthly payments; The purchase agreement shall specify that the purchaser shall be in default for non-payment 60 days after the due date of any payment. In the event of default, all payments shall be forfeited and the grave space shall become available for sale by the City. Notice of termination for failure of payments shall be given by the City to the purchaser's last known address. If the purchaser does not contact the City Clerk or designee within thirty (30) days of mailing, the purchase agreement shall be null and void. This time limit may be extended by the City for hardship or compassionate reasons.
- e) All Cemetery spaces shall be paid in full prior to the erection of any monument.

8.6 RESALE OF GRAVE SPACES

The City shall not enter into resale negotiations between the right of interment owner and a second party. No lot or space shall be sold to or purchased by a funeral director or other persons for purposes of resale or speculation.

8.7 CHANGE OF ADDRESS

It shall be the duty of the right of interment owner to notify the City of any change in the owner's mailing address. Notice sent to such owner at the last address on file in the Clerk's Office shall be considered sufficient and proper legal notification.

8.8 ABANDONED BURIAL SPACES

- a) **Reversion:** The right of interment in any unoccupied burial space shall, upon abandonment, revert to the City.
- b) **Presumption:** Failure to inter in any burial space after seventy-five (75) years from the date of purchase shall create a presumption that the same has been abandoned; except that this presumption shall not apply when a letter of intent is filed by the owner or the owner's heirs or assigns stating that the owner intends to keep specified burial spaces vacant.
- c) **Notice Required:** Abandonment shall not be deemed complete until the owner or his or her heirs or assigns shall be notified of the abandonment in writing, mailed to the owner's last known address, by the City Clerk. In the event that the address of the owner or his or her heirs cannot be ascertained, then notice of such abandonment shall be given by publishing the same in a local newspaper once a week for five (5) weeks.
- d) **Failure to Reply:** If the owner or his or her heirs or assigns fails to inform the City of an intention to retain the burial space(s) within sixty (60) days after the date of Notice of Abandonment was mailed or after final publication of such notice, then abandonment shall become final and the City may thereafter sell, transfer, and convey the right to interment therein. The funds derived from any sale of an abandoned space shall be deposited in, and become a part of, the the City funds as set forth in Section 7 of these Rules and Regulations.

9.0 TRANSFERS AND ASSIGNMENTS

9.1 CONSENT OF CITY

No transfer or assignment of the right of interment in any lot or burial space shall be valid without a written and verified consent from the owner of record or rightful heirs, delivered to the City, which consent shall thereafter be recorded in the Cemetery records.

9.2 INDEBTEDNESS

The City shall have the right to refuse to consent to a transfer or an assignment as long as there is any indebtedness due the City by the owner of record.

9.3 TRANSFER BY DESCENT

If no interment has been made in a lot or burial space which has been transferred to an individual owner or owners, or if all the bodies have been lawfully removed therefrom, in the absence of a specific disposition thereof in the owner's last will and testament, the lot shall, upon the death of the owner, descend in regular line of succession as described in the state statutes to the heirs of the owner.

10.0 PERPETUAL CARE

10.1 PERPETUAL CARE MANDATORY

All purchases of rights of interment shall also include the payment of a perpetual care fee.

10.2 PERPETUAL CARE FEE

The perpetual care fee to be collected from the purchasers of rights of interment shall be set by the City Council for the various sections of the cemeteries.

10.3 INVESTMENT OF FEES

The City Treasurer shall place the money derived for perpetual care in a separate fund to be known as the Cemetery Perpetual Care Fund, and shall invest the money of the fund in securities or insured deposits as approved by the City Council. The interest derived therefrom shall be expended in caring for the lots thus endowed, and the principal on deposit in said fund may be expended only for improvements of a capital nature upon approval of the City Council by resolution, in present or future Cemetery grounds. In addition to the Cemetery Perpetual Care Fund, any gifts received from donors for the benefit of the Cemetery shall be separately accounted for and expended as the donor provides, or if there is no such donor provision, as the City shall determine.

11.0 INTERMENTS

11.1 SUBJECT TO LAWS AND ORDERS

In addition to these Rules and Regulations, all interments shall be subject to the orders and laws of the City of Brush, Morgan County, and the State of Colorado.

11.2 DISPOSITION-REMOVAL PERMIT REQUIRED

A Disposition-Removal Permit issued by the Colorado Department of Health, or, if the death occurred outside Colorado, a similar permit issued by the state in which the death occurred, is required for interment. Such permit must be provided to the City Clerk. It shall be conclusively presumed, unless written notification to the contrary is filed with the City Clerk, that the purchaser of any space in the Cemetery is being acquired for family use, and the City shall have the right, without obtaining any interment permit from the owners, to allow interment in such space of any member of the family of the owners.

11.3 TIME AND SCHEDULING

- a) All interments must be scheduled through the City. No interment will be allowed on Sundays unless ordered by health officials or there is a demonstrated health emergency by the immediate family. Saturdays, holidays (the time which City employees legally observe with time off), or special permitted Sunday burials shall be subject to an additional burial service fee as set out in Section 7.4. Interments scheduled after 2:30 p.m. on a 8-hr. work day for City employees, or after 10 a.m. on a 4-hr. work day schedule, shall be subject to the additional burial fee as set forth in Section 7.4.
- b) The City Clerk shall require application for burials to be made at least twelve working hours before the funeral and shall not issue burial orders for interments less than one and one-half hours apart.

11.4 BURIAL RECEPTACLE REQUIREMENTS

There are no receptacle requirements for the north or south Cemetery. However, all earth interments (except cremations) in the **New North Cemetery**, to be opened for interments in 1998, **require** a concrete or steel burial receptacle.

- a) **Concrete:** At a minimum, cement shall be Portland Cement conforming to the specifications for Portland Cement ASTM C-150. Aggregates shall consist of

sand-gravel, gravel, crushed stone or limestone. The particles shall be clean, hard, tough, durable, and of uniform quality; free from soft, thin elongated pieces, disintegrated stone, dirt or organic or other injurious materials occurring either free or as a coating. Water used in mixing concrete shall be clean and free from deleterious amounts of acids, alkaline, or organic materials. Wire fabric or synthetic fibers shall be placed in the entire field of the bottom section. Metal reinforcing or synthetic fibers shall be accurately placed and secured in position to insure against displacement during placement of the concrete. The reinforcing shall be free from rust, scale, oil, ice or other coating that will destroy or reduce the bond. Metal reinforcing shall be protected by a minimum of ½” concrete. Concrete proportions, consistency, and air content shall be such as to provide a mixture which will readily work around the reinforcing and into all corners of the forms. The total air content shall not be less than 4% but not more than 7%. Concrete shall be cured for a minimum of 28 days except that concrete using Type III (high-early) cement, shall be cured for a minimum of seven days. Concrete receptacles showing cracks, exposed aggregate, exposed reinforcing, broken corners, or faces that are warped or not true in depth or line shall not be accepted.

- b) **Steel:** Steel burial receptacles shall be manufactured from steel sheeting. A minimum thickness of 12 gauge shall be used in the manufacturing of steel burial receptacles. Galvanized coating, painting, or other corrosion protection may be used, as well as increased metal thickness, to provide the durability desired. Bent, cracked or damaged steel burial receptacles shall not be accepted.
- c) **Design:** Burial receptacles shall be designed to obtain their strength from their shape and construction, taking into consideration the material used. They shall be designed specifically for use as containers to be placed in a burial space. Receptacles shall be of adequate size to completely enclose the casket. Structural soundness and strength shall be obtained through the receptacle itself without any dependence upon the casket, if a casket is to be used.
- d) **Durability:** Burial receptacles shall be constructed so as to be capable of providing adequate strength and durability for a minimum of 100 years.
- e) **Strength:** Burial receptacles shall be designed for a maximum burial depth of eight feet from the bottom of the unit, and, after burial, with a minimum soil cover of 24”, shall be capable of structurally withstanding passage of a backhoe or truck weighing 20,000 pounds maximum gross weight or approximately 5,000 pounds per wheel.

11.5 COLUMBARIUM NICHEs

All columbarium memorializations (niche shutter lettering) shall be complementary to existing lettering, and shall be contained within the front space provided for an individual's niche.

Niche shutters shall not be lettered until niche is fully paid for.

Niches will accommodate an urn with external dimensions not to exceed 11" high by 11" wide by 10 ½" long.

The cremated remains of no more than one individual may be inurned in a single niche. Flowers, tributes, rosaries, etc., may be placed only in or attached to authorized vases properly installed on niche doors and must not overlap into surrounding niches. The use of tape and/or wire will only be permitted to secure objects to vases. The use of epoxy adhesives, stickers, tape, wire, etc., is not permitted to place objects on any niche doors. Niche owners who violate this rule will be held responsible for replacing niche doors that have been damaged by these substances. The Cemetery reserves the right to remove any and all objects placed on or between niche doors that are not properly placed in or attached to an authorized vase. Cemetery personnel will not be held responsible for unauthorized items taken off niche doors or out of vases.

All authorized vases must be purchased from the City of Brush at a fee of \$65.

11.6 MAUSOLEUMS

Single or double Mausoleum burials outside of a City designated facility shall not be allowed.

11.7 BURIALS NOT TO BE DISTURBED

Once a casket or other burial receptacle containing a body is in the confines of the cemeteries, no person shall be permitted to open a casket or touch the body without the written consent of the legal representatives of the deceased or a court order. A Cemetery official must be present and witness the opening.

11.8 DISASTERS

In the event of a disaster which results in numerous interments in the cemeteries, additional interment hours shall be allowed, as deemed necessary by the City Clerk. The

City Clerk has the authority to void any and all regulations necessary in order to handle the numerous interments as orderly and as quickly as possible.

11.9 DELAYS IN INTERMENTS CAUSED BY PROTESTS

The City shall in no way be held liable for any delay in the interment of a body where a protest to the interment has been made, or where these Rules and Regulations have not been complied with. The City shall be under no obligation to recognize any protests of interments unless they are made in writing and filed with the City Clerk.

11.10 AUTHORIZATION OF ONE LOT OWNER SUFFICIENT

The City reserves the right to allow interment of the remains of any member of the immediate family or any one of several common lot owners upon the authorization of any such common lot owner. No person other than a member of an immediate family may be interred in any burial space without the written consent of all common lot owners.

11.11 CITY NOT RESPONSIBLE

The City shall not be held responsible for any order given by telephone, or for any mistake occurring as a result of failure to provide precise and proper instructions as to the particular space, size or location where an interment is desired.

11.12 ERRORS MAY BE CORRECTED

In the event that an error is made in the description of the location of the burial space to which the right of interment is purchased and remains are subsequently interred in such space, the City reserves the right to remove and transfer such remains to such other property of equal value and in a similar location as may be available, at the expense of the City.

11.13 EMBALMING; IDENTITY

The City shall not be responsible for the identity of any person sought to be interred; nor shall the City be responsible in any way for the embalming or other preparation of the body.

11.14 INTERMENT OF MORE THAN ONE BODY

No more than one body may be interred in a single earth burial space except in the case of members of the same family who will be interred in the same burial receptacle or except when another family member is interred as cremated remains.

11.15 EQUIPMENT

Tents, artificial grass, lowering devices and other equipment owned by the City shall be used in making interments except that equipment owned by private parties may be used in lieu of equipment owned by the City on the condition that the charges made shall be the same as if the City's equipment had been used. Arrangements for the use of City equipment shall be made in advance with the City Clerk or designee.

11.16 INTERMENT OF CREMATED REMAINS

In order to inter cremated remains in the cemeteries, either in the ground or in a columbarium niche, a burial order must be obtained from the City and applicable fee paid. The person(s) requesting interment of cremated remains may choose any adequate container for the cremated remains approved by the City. The container may be buried in concrete by the Cemetery employees if so desired. The City shall not be liable for the protection of the cremated remains, whether buried in concrete or not. In the event that the cremated remains must be relocated for any reason, the City shall not be responsible for any damage to the cremated remains or the container.

11.17 GRAVE SPACE BOUNDARIES

The dimensions for each single grave space shall be as follows:

Infant (less than 6 years)	28" x 60"
Child (6 to 12 years)	28" x 120" (available in the South Cemetery only)
Adult (12 years and older)	40" x 120"

12.0 DISINTERMENTS

12.1 SUBJECT TO LAWS AND ORDERS

In addition to these Rules and Regulations, all disinterments shall be subject to the orders and laws of Morgan County and the State of Colorado.

12.2 PERMISSION FOR DISINTERMENTS

No disinterment of a body may be made without either an order of a court of competent jurisdiction or a signed affidavit from the surviving spouse or next of kin, stating that the disinterment is being requested for a valid reason, that the application is being made by a

proper person, that there is no opposition to the disinterment by the surviving spouse, next of kin, or by the expressed wishes of the decedent, and that the affiant agrees to indemnify the City and hold it harmless from any liability that might result from the disinterment and release it from any claims the affiant may have, then or in the future, by reason of the disinterment. The City Clerk shall have the right to require a court order for disinterment at any time prior to the disinterment when circumstances exist or arise which indicate that there is a question as to the reason for the disinterment or as to whether there is opposition to the disinterment.

12.3 DISINTERMENT PROHIBITED UNDER CERTAIN CIRCUMSTANCES

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, shall be absolutely forbidden.

12.4 NOTICE OF DISINTERMENT REQUIRED

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 legal holiday or on the day upon which the holiday is observed by City employees. All disinterments shall be done at the convenience of the City.

12.5 PAYMENT OF FEES

All fees assessed by the City for disinterments shall be paid prior to the disinterment.

12.6 SERVICES PROVIDED

The services provided in connection with disinterments include removing the remains of the deceased, the casket, and any burial receptacle, placing the same on top of the ground, and backfilling the empty burial space. The party responsible for removal of the disinterred remains from the Cemetery grounds must do so forthwith at the party's own expense.

12.7 CITY NOT RESPONSIBLE

The City shall endeavor to exercise the utmost care in carrying out a disinterment but it assumes no liability for damage to any casket, burial receptacle, the remains of the deceased, or any other property during the disinterment process.

13.0 DECORATION OF LOTS AND BURIAL SPACES

13.1 FLOWERS, SPRAYS, WREATHS

- a) In consideration of the safe operation of maintenance equipment and the well being of City personnel, all flowers, whether fresh or artificial, shall be firmly placed within permanent vases, glued or set firmly upon the concrete foundations. With the exception of during funeral service, no artificial flowers shall be placed on the grass at any time. Only brackets specifically designed to be attached to a monument shall be allowed to hold flowers on a monument. The City may, without notice, prohibit or remove from anywhere in the Cemetery, any chairs, settees, vases, glass, cases, flowers, grave covers, or any other articles that may be considered inappropriate or hazardous to maintenance equipment.
- b) The City shall not be held liable for lost, misplaced or broken flower vases, decorations, or for damage caused by the elements, thieves, vandals or by causes reasonably beyond its control.

13.2 PLANTING OF VEGETATION

Planting by individuals is restricted to holes or permanent vases provided within or attached to the foundations. If any tree, shrub, vine, or plant growing upon any lot becomes a hazard, the City shall have the right to remove or trim same. Similarly, the City is not responsible for the care or condition of any vegetation planted by individuals.

13.3 FENCES, RAILINGS, OR OTHER OBSTRUCTIONS

Fences, railings, or other obstructions are prohibited and will be removed without notice.

14.0 MEMORIALS, MONUMENTS, ETC.

The City does not wish to unnecessarily interfere with a family's choice of memorialization. However, in fairness to other right of interment owners and to preserve the beauty and harmony of the Cemetery, all monuments shall be constructed of **granite, bronze, or marble**. No monuments or markers with sharp edges shall be permitted, and all monuments or markers shall have level bottoms. No wedging with sprawls, wood, or dirt shall be used to stabilize the monument or marker. Footstones are not permitted in the Cemetery. No monuments are permitted until the grave space has been paid in full.

For indigent interments, the right to place a monument shall be not be granted until the full price of a regular grave space and interment services at the time of burial, have been paid.

14.1 FOUNDATIONS

- a) Foundations shall be required for all monuments and markers and shall be constructed by the City, unless special permission is granted to a bonded retail monument dealer for the purpose of accommodating an unusually heavy stone. If the monument is larger than the foundation, the placing of that stone may be refused until satisfactory arrangements have been made. Allowable alterations of the foundations shall be paid for by the lot owner.
- b) The City shall schedule all foundation installations, taking into account weather and ground conditions, scheduled funeral processions, availability of personnel, etc. In no event shall any foundations be laid three days prior to Memorial Day through June 1. The City also reserves the right not to pour foundations after November 1 or before April 1, due to weather conditions.

14.2 FOUNDATION FEES

All foundation fees (except orders from the local funeral director who is granted a 30 day payment plan) shall be full paid in advance. Fees for the construction of foundations shall be set by City Council and adjusted from time to time. Currently, the fees are as follows:

Infant	(28" x 16")	\$50
Single	(40" x 22")	\$75
Double	(80" x 22")	\$110
Triple	(120" x 22")	\$160
Veteran	(40" x 22")	No Charge

14.3 FOUNDATION FEES FOR NEW NORTH CEMETERY CHARGED AT TIME OF GRAVE SPACE PURCHASE

Extended foundations shall be poured for entire sections of the New North Cemetery prior to the sale of those grave spaces. The cost of individual foundations shall be charged at the time of grave space purchase.

14.4 PLACEMENT

No monuments of any kind, shall be placed in the Cemetery without City approval. Temporary memorials or ornaments shall not be allowed. Retail monument dealers

shall have sole responsibility for the direction of inscriptions. The City strongly encourages dealers to visit the site to ascertain the direction monuments face in a particular Section. No assumption should be made as to which spouse is buried to the right or left.

14.5 RETAIL MONUMENT DEALERS

- a)** Persons or firms engaged in erecting monuments or other structures are prohibited from attaching ropes or guys to other monuments or trees within the Cemetery. Any necessary guys shall be set on the walks or drives and removed immediately after use. No debris or rubbish shall be scattered over adjoining lots by persons or firms erecting monuments or other structures or engaging in any other kind of work in the Cemetery. All work shall be completed as soon as practicable and debris shall be removed at the expense of the lot owner and contractor, who shall be jointly and severally liable for the costs incurred by the City in the removal thereof.
- b)** Monument firms shall be held responsible for any damage suffered by other monuments or markers, grass, trees, or any other object whatsoever in the Cemetery. All such firms shall at all times be subject to the control and direction of the City. Planks shall be provided for the dumping and rolling of stones on walks or grass. Monument firms and others are prohibited from placing their names on any work.
- c)** All monument work shall be suspended in the immediate vicinity of a funeral until the conclusion thereof. No monument work other than cleaning shall be permitted in the Cemetery on Sundays and holidays.
- d)** Approaching the bereaved and soliciting memorial business within the Cemetery is prohibited.
- e)** No monument or memorial shall be delivered to the Cemetery until the applicable foundation charges have been paid.

14.6 MISCELLANEOUS

- a)** Should any memorial or monument, or vase, etc. become dilapidated or a menace to the safety of Cemetery visitors or workers, the City shall have the right to either correct the condition or to remove the same.
- b)** No monument or memorial shall be removed from the Cemetery except by the City, unless the written order or permission of the right of interment owner is presented to the City and permission is granted by the City.

- c) The City shall at no time be responsible or liable for the removal of any memorial.

14.7 COLUMBARIUM MEMORIAL BENCHES

When available, memorialization is allowed on memorial benches in the Columbarium niche area for a fee of \$1,800 per memorial bench.

All columbarium memorial bench memorializations (bench lettering) shall be complementary to existing lettering on columbarium niche fronts, and shall be contained within the space provided on the memorial bench.

Memorial benches shall not be lettered until memorialization rights have been paid in full.

14.8 COLUMBARIUM NICHE ENGRAVINGS

To ensure the beauty and harmony of the columbarium garden and to simplify the engraving process, it is necessary to restrict niche front engravings and set written standards. The following standards shall apply to all niche engravings:

- a) Family name text is in the Mon Shadow font.
- b) All other text is in the Monfskc Regular font.
- c) Font size is 1.25”.
- d) All line spacing is 0.5”. Exceptions to this are:
 - Layout 4 has a 1.25” spacing between date of top person and name of bottom person.
 - Layout 5 has a 2.25” spacing above and below family name.
 - Layout 6 has a 2.25” spacing below family name.
- e) Position of family name shall be centered top to bottom and left to right, except in Layout 4.
- f) Layout 1 is the standard for a double niche sharing the same last name. If applicable, male name shall be at the top.
- g) Layout 2 is the standard for a single niche for Columbine and Larkspur columbariums.
- h) Layout 3 is the secondary option for a single niche in Columbine and Larkspur columbariums, if the first name and middle/maiden names are more than 15 characters.
- i) Layouts 2 and 3 are restricted to Columbine and Larkspur columbarium single niches.

- j) Layout 4 is the standard for a double niche with two different last names. If applicable, male name shall be at the top.
- k) Layout 5 is the standard for a single-use double niche for Hibiscus and Marigold columbariums.
- l) Layout 6 is the secondary option for a single-use double niche in Hibiscus and Marigold columbariums, if the first name and middle/maiden names are more than 15 characters.
- m) Layouts 5 and 6 are restricted to single-uses of double niches in Hibiscus and Marigold columbariums.

<p>NAME 1925 → 2010 FAMILY NAME NAME 1925 → 2010</p> <p>1</p>	<p>NAME FAMILY NAME 1925 → 2010</p> <p>2</p>	<p>NAME MAIDEN NAME FAMILY NAME 1925 → 2010</p> <p>3</p>
<p>NAME FAMILY NAME 1925 → 2010 NAME FAMILY NAME 1925 → 2010</p> <p>4</p>	<p>NAME FAMILY NAME 1925 → 2010</p> <p>5</p>	<p>NAME MAIDEN NAME FAMILY NAME 1925 → 2010</p> <p>6</p>

n) Any monument company performing engraving services on the columbarium niches in the Brush Memorial Cemetery shall adhere to the specified standards. The performance of such engraving services shall be deemed an agreement by such company to adhere to such standards and to be monetarily responsible to correct any errors. All engravings shall be approved by an authorized representative of the city before placement in the columbarium niche.

15.0 AMENDMENTS, EXCEPTIONS AND MODIFICATIONS

15.1 AMENDMENTS

The City may choose, and hereby expressly reserves the right, to adopt new rules and regulations or to amend, alter and/or repeal any fee, rule, regulation, article, section, paragraph or sentence in these Rules and Regulations. Such new or amended rules and regulations shall be binding on the right of the interment owners of all lots and burial spaces regardless of the date such right of interment owner acquired the right of interment. These Rules and Regulations, having been adopted by resolution by the City Council, may only be amended by adoption of a subsequent amending resolution.

15.2 EXCEPTIONS AND MODIFICATIONS

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The City, therefore, reserves the right without notice to make exceptions, suspensions or modifications in any of these Rules and Regulations, when, in its best judgment, the same appears advisable; and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application or enforcement of these Rules and Regulations.

Adopted by Resolution Number 18-97 Dated October 27, 1997

Amended by Resolution Number 12-02 Dated August 12, 2002 (grave size)

Amended by Resolution Number 18-06 Dated November 27, 2006(fees)

Amended by Resolution Number 06-09 Dated November 9, 2009(niches)

Amended by Resolution Number 06-10 Dated April 12, 2010 (fees)

Amended by Resolution Number 01-11 Dated Jan. 10, 2011 (niche engraving)

Amended by Resolution Number _____ Dated _____

Amended by Resolution Number _____ Dated _____

