



Columbarium and Memorial Wall

Policies and Regulations

The Lutheran Church of The Good Shepherd

1601 North Street SE
Olympia, Washington

Adopted by The Congregation Council September 13, 2016

**The Lutheran Church of The Good Shepherd
Columbarium and Memorial Wall**

POLICIES AND REGULATIONS

TABLE OF CONTENTS

DEFINITIONS	3
PURPOSE AND SUPERVISION.....	4
THE COLUMBARIUM COMMITTEE	4
INTERMENT LAWS, POLICIES AND REGULATIONS.....	5
INTERMENT PROCESS	5
DISINTERMENTS FROM COLUMBARIUM	6
REMOVAL FROM THE MEMORIAL WALL.....	6
DISPOSITION OF THE COLUMBARIUM	6
TRANSFER OR RE-ASSIGNMENTS	7
FLOWERS, ORNAMENTS, DECORATIONS.....	7
INSCRIPTIONS	8
CONDUCT OF PERSONS WITHIN THE COLUMBARIUM SITE.....	8
CHANGE OF SUBSCRIBER ADDRESS.....	8
MODIFICATIONS AND AMENDMENTS.....	8
FAQs.....	9

**THE LUTHERAN CHURCH OF THE GOOD SHEPHERD
COLUMBARIUM AND MEMORIAL WALL**

- POLICIES AND REGULATIONS -

A. DEFINITIONS.

The words used in these *Policies and Regulations* shall have the following meanings, unless the context clearly indicates otherwise:

1. The "Applicant" means the Subscriber or any person or persons that has/have the right to control the disposition, including cremation, of the Decedent's remains, as authorized in any Washington statute.
2. "Certificate" means a *Certificate of Columbarium Interment Rights* that the Church issues which grants the right to place cremated human remains of one (1) person or two (2) persons in a Single Niche or a *Certificate of Memorial Wall Rights* that the church issues which grants the right to memorialize one (1) person on a single Memorial Wall Plaque.
3. "Chair" means The Lutheran Church of The Good Shepherd Columbarium Committee member who chairs the Columbarium Committee and is appointed by the Columbarium Committee members.
4. "Church," "Good Shepherd" and "Good Shepherd Lutheran" means The Lutheran Church of The Good Shepherd, 1601 North Street, Olympia, Washington 98501.
5. "Church staff" means the administrative staff, the custodial staff, and the Pastoral Staff, ordained or non-clerical, who work for The Lutheran Church of The Good Shepherd.
6. "Congregation Council" or "Council" refers to the governing body and the elected leadership of Good Shepherd Lutheran.
7. "Columbarium" is the dedicated structure(s) within The Lutheran Church of The Good Shepherd Columbarium site containing Niches for the Interment of cremated human remains.
8. "Columbarium Committee" means the committee responsible for the administrative oversight of the Columbarium. The Committee shall have a minimum of three Members. A Good Shepherd Lutheran Council member shall be assigned to oversee the Columbarium Committee
9. "Decedent" means a person whose cremated remains are placed in an Urn for Interment in a Niche or whose name is placed on a plaque on the Memorial Wall.
10. "Good Shepherd Columbarium Site" means the designated place for Interment of cremated human remains to memorialize those who die, and a quiet place for reflection and meditation.
11. "Inscription" means the inscribed information on the face of a Niche or Memorial Wall Plaque.
12. "Interment" means the placement of cremated remains in their final resting place in an urn in a Columbarium Niche.
13. "Members" means the members of Good Shepherd Lutheran who are baptized persons on the roll at the time that the constitution was adopted, and those who are admitted thereafter and who have declared and maintained their membership in accordance with the provisions of the Good Shepherd Lutheran constitution and its bylaws.
14. "Memorial Wall" means the dedicated wall containing plaques to memorialize those who have passed and may be interred in the Columbarium Garden or elsewhere.
15. "Memorial Wall Plaque" means a uniform granite plaque measuring approximately 4" x 6" permanently installed on the Memorial Wall.
16. "Niche" refers to an approximately 6.75" x 6.75" x 14.75" space in a permanent, specially constructed framework of a Columbarium, which has the maximum capacity for two (2) cremated human remains urns or one (1) companion urn.
17. "Niche Front" means a uniform, granite front tile, provided by the Columbarium Committee, measuring approximately 6.75" x 6.75", forming the outside face of the Niche.
18. "Pastoral Staff" means any ordained clergy under call to The Lutheran Church of The Good Shepherd.

19. "Presiding Pastor" means the ordained clergy person under call to The Lutheran Church of The Good Shepherd, who serves as the ordained head of staff, or ordained clergy functioning in a comparable role.
20. "Subscriber" means the person who has purchased the rights to use a Niche or a Memorial Plaque for himself, herself, or an eligible family member. The subscriber is the record owner of the rights as evidenced by a *Certificate of Columbarium Interment Rights* issued to the subscriber by the Columbarium Committee.
21. "Urn" means a standard, permanent single or double container supplied by the Columbarium Committee in which the cremated remains of the Decedent or Decedents will be placed.

B. PURPOSE AND SUPERVISION

1. Purpose.

Good Shepherd Lutheran created the Columbarium for the Interment of the ashes of cremated human remains, and a Memorial Wall to provide a space for the remembrance of others who have died, regardless of where the deceased are interred.

2. General Planning

The Columbarium Committee is part of Good Shepherd Lutheran church and operates under the direction of the Congregation Council. The Congregation Council, in turn, has delegated certain powers to the Columbarium Committee with respect to the operation of the Columbarium and Memorial Wall.

C. THE COLUMBARIUM COMMITTEE

A Columbarium Committee of a minimum of three voting members shall be elected by the Congregation Council. Term of office will be three years, with one member elected each year. Members shall be eligible for re-election. Any vacancy on the committee shall be filled by the Congregation Council to complete the un-expired term. If the Columbarium Committee has less than two members, the executive committee shall designate members of the Congregation Council to serve on the Columbarium Committee until such time as new members to the Columbarium Committee have been appointed.

All *Policies and Regulations* regarding the Columbarium must be reviewed and approved by the Congregation Council.

The functions of the Columbarium Committee are to:

1. Develop and maintain policies and regulations for operation of the Columbarium, to include costs and fees.
2. Approve applications for purchase of niches and memorial wall plaques and issue applicable documents as listed below in this document.
3. Maintain Columbarium and Memorial Wall administrative records at the Good Shepherd Lutheran church office in accordance with existing State Statutes.
4. Ensure proper maintenance and care of the Columbarium niches and Memorial Wall
5. Maintain a Columbarium and Memorial Wall availability and awareness program.
6. Ensure the designated columbarium niche is opened and available on the specified date and time for the Service of committal.
7. Determine what an appropriate expense from the Columbarium Fund is. Two signatures for a check request from the Columbarium Committee will be required to be given to the Good Shepherd Lutheran staff member responsible for disbursement of funds and payments. In the event of an emergency and if two Columbarium Committees members are not available, the council president and the presiding Pastor may sign the check request.
8. Set meetings according to need as Columbarium/memorial wall application forms are received.
9. Report periodically to the Congregation Council member assigned to oversee the Columbarium Committee regarding its activities and status and to recommend any changes that may be required in these Policies and Regulations.

10. Report annually to the Congregation Council regarding its activities and status and will supply a written report each April to be included in Good Shepherd's Annual Report to the Congregation.

The original *Policies and Regulations* and subsequent changes recommended by the Columbarium Committee shall become effective when ratified by the Congregation Council.

D. INTERMENT LAWS AND REGULATIONS

1. Applicable Laws, and Regulations.

In addition to the Rules, *Policies and Regulations*, all Interment and removal of urns shall comply with all Federal, State, and Local laws, and regulations to the extent the laws, or regulations are applicable to Good Shepherd Lutheran. Nothing in these Policies and Regulations shall be construed as a waiver of any exemption of Good Shepherd Lutheran as provided pursuant to such laws, and Regulations.

It is understood that under the provisions of RCW 68.05.400, The Lutheran Church of The Good Shepherd's Columbarium is exempt from the provisions of chapter 68.05 RCW, FUNERAL AND CEMETERY BOARD

2. Eligibility.

The following people may have their cremated remains interred:

- a. Members or former members of Good Shepherd Lutheran as defined by the church constitution;
- b. Pastors and Church Staff who have served Good Shepherd Lutheran;
- c. Spouses, parents, children and their spouses, and grandchildren (natural, adopted, foster, or step) of the above;
- d. Other people, upon request, when approved by the Presiding Pastor and the Columbarium Committee.

The following people are eligible to be memorialized on the Memorial Wall:

- a. Members or former members of Good Shepherd Lutheran as defined by the church constitution;
- b. Pastors and Church Staff who have served Good Shepherd Lutheran;
- c. Spouse, parents, children, and grandchildren (natural, adopted, foster or step) of the above stated persons.
- d. Other people, upon request, when approved by the Columbarium Committee and the Presiding Pastor.

3. Fees.

The Church shall collect a fee for each purchased right to use a Columbarium niche or to place a plaque on the Memorial Wall. A Schedule of Fees shall state the current fee for use of the Columbarium or Memorial Wall and is attached to these *Policies and Regulations*.

The Church shall administer these fees in a manner consistent with other received dedicated offerings.

The Lutheran Church of The Good Shepherd reserves the right to change the schedule of fees.

Except as noted herein below, the Church may use these fees solely for the Columbarium and the Memorial Wall, including the purchase of additional Columbaria and Memorial Walls, supplies, inscriptions, and for any future modification, maintenance or other costs associated with the Columbarium and Memorial Wall, including development and maintenance of the Columbarium site.

When the Columbarium site and/or Memorial Wall is deemed by the Columbarium Committee and the Congregation Council to be fully developed and available funds exceed estimated maintenance in perpetuity and repair or anticipated future needs, the Columbarium Committee can recommend the transfer of some or all excess non-designated funds to a specific purpose approved by the Congregation Council.

An escrow fund will be permanently maintained to accommodate future costs for repair, relocation, or removal of the columbarium site, should such action be necessary as described under *DISPOSITION OF THE COLUMBARIUM, items 1 and 2*, following in this document.

4. *Certificate of Columbarium Interment Rights:*

Upon receipt of full payment of the fee, the Columbarium Committee shall deliver the *Certificate of Columbarium Interment Rights* to the Subscriber.

The Columbarium Committee shall issue the Certificate in the name of the Subscriber(s) only.

The Columbarium Committee shall not issue the Certificate until the Subscriber(s) has/have agreed to and signed the *Agreement Regarding Interment Rights in the Columbarium* and full payment for the niche has been received.

E. INTERMENT PROCESS

1. **Interment Process.** The Applicant shall provide the Columbarium Committee with written documentation, as required by applicable sections of the Revised Code of Washington or the Washington Administrative Code, that the Applicant has the right to control the disposition of the Decedent's remains. The Applicant shall submit an application for Interment, in writing, on the *Columbarium Reservation and Record Form* that is provided by the Columbarium Committee to be approved and kept on file at The Lutheran Church of The Good Shepherd office.

2. **Arrangement for Interment.** The Applicant shall give sufficient and proper notice to the Columbarium Committee and Good Shepherd Lutheran Pastoral Staff of the Applicant's intent to inter a Decedent.

At the time of need, the Columbarium Committee will provide a standard single or double "urn" to the Applicant for the proper placement of cremated remains.

3. The presiding Pastor shall perform a service of committal. Other clergy may perform a service of committal upon approval by the aforementioned individuals.

4. **Responsibility for Identity.** The Applicant is responsible for the identity of the person whose remains the Applicant seeks to inter. The Church and the Columbarium Committee are not liable for ensuring the identity of the person whose cremated remains are interred.

5. **Limitations on Niche Use.** A maximum of two urns, or one double urn, to be provided by the Columbarium Committee, may be interred in each Niche.

6. **Interments in Niches.** Interments may be made only in an urn provided by the Columbarium Committee and unique to the Good Shepherd Lutheran columbarium niche system. The urn is included in the fee structure.

7. **Niche Fronts.** In order to maintain consistency, all Niches will have uniform granite Niche Front attached to the outside face of the Niche. Cost of the Niche Front and Inscription is included in the purchase price of the Niche.

8. **Opening and Closing of Niches.** The Columbarium Committee will arrange for the opening and closing of Niches at the time of Interment. Cost for the initial Interment is included in the purchase price of the Niche.

The Subscriber, Applicant or any person or persons who have the right to control the disposition of the Decedent's cremated remains shall pay a set cost for any future opening and closing of Niches.

F. DISINTERMENTS FROM COLUMBARIUM

1. **Disinterment for Profit Prohibited:** Disinterment or removal of cremated remains so that the Niche interment rights may be sold for profit is absolutely forbidden.

2. **Disinterment from Niche:** Cremated remains and the associated Niche Front may be removed from the original Niche in the Columbarium upon written consent submitted to the Columbarium Committee. If the removal is requested by Subscriber or Applicant, then Subscriber or Applicant will pay a set cost for removal. If the move occurs at the direction of the Congregation Council, then there will be no charge to the subscriber(s).

G. REMOVAL FROM THE MEMORIAL WALL

1. Removal from Memorial Wall. A Memorial Wall Plaque may be removed from the Memorial Wall upon written consent of the Columbarium Committee. If the move is requested by Subscriber or Applicant, the Subscriber or Applicant will pay a set cost for removal. If the move is at the direction of the Congregation Council, there will be no charge to the Subscriber or Applicant. Removal of a plaque without damage may not be possible; a duplicate plaque can be provided, cost to be borne by the requestor.

H. DISPOSITION OF THE COLUMBARIUM:

In the event that the Columbarium should cease to exist under any of the conditions listed below, its disposition will be resolved in accordance with the following procedures:

1. If, due to unforeseen circumstances, the Columbarium should be destroyed, or damaged beyond repair and The Lutheran Church of The Good Shepherd elects to discontinue the Columbarium, it shall be the responsibility of the Columbarium Committee, acting in concert with the Congregation Council, to provide facilities equal to those now existing for the disposition of the Columbarium niche containers of cremated remains.
2. If the existing Lutheran Church of The Good Shepherd structure is to be vacated as the result of a merger or for any other reason, it shall be the responsibility of the Columbarium Committee, acting in concert with the Congregation Council, to provide facilities equal to those now existing for the disposition of the Columbarium niche containers of cremated remains.
3. In the event of dissolution of The Lutheran Church of The Good Shepherd through other than merger, and without a surviving entity, the *Certificate of Columbarium Interment Rights* for placement of cremated remains, and other associated rights, as described in this document shall terminate without refund to existing subscribers.

Should any of the situations described in the preceding paragraphs of this section occur, the Columbarium Committee and the Congregation Council shall consult with the Presiding Bishop of the Southwestern Washington Synod of the Evangelical Lutheran Church in America, or with a superseding Synod or other Synod to which The Lutheran Church of The Good Shepherd may have been assigned, to determine how to proceed. Additionally, the Columbarium Committee, in concert with the Congregation Council, shall attempt to locate and notify surviving subscribers, designated persons, heirs or other parties with an official interest, as to the new location and of any rights to which they may be entitled.

I. TRANSFER OR RE-ASSIGNMENTS

1. Unilateral Transfer of Interment Rights Prohibited.

All rights conferred by a *Certificate of Columbarium Interment Rights* are specific to the Subscriber or the Applicant and shall not be assigned or transferred by unilateral act of the Subscriber or the Applicant. This prohibition includes any exchange for cash, value, gifts, *intervivos* gift, testamentary transfer, remuneration, or as a pledge as collateral for any loan.

2. Consent of Columbarium Committee.

A Subscriber may make written application to the Columbarium Committee to transfer or assign the Subscriber's rights under a *Certificate of Columbarium Interment Rights* (Attachment #) or *Agreement Regarding Interment Rights in the Columbarium* (Attachment #) to an eligible transferee. The application shall state the grounds of eligibility, as defined in these Policies and Regulations, of the proposed transferee.

The Columbarium Committee shall approve such request if the Columbarium Committee finds the proposed transferee eligible. Upon such approval, the Subscriber or Subscriber's authorized representative shall surrender the *Certificate of Columbarium Interment Rights* to the Columbarium Committee, and the Columbarium Committee may issue a new *Certificate of Columbarium Interment Rights* to the approved transferee upon the transferee's execution of an *Agreement Regarding Interment Rights in the Columbarium* in the Columbarium (Attachment #). The Transferee shall be bound by these *Policies and Regulations*.

4. Transfer Charges.

All transfers of ownership in Interment rights to Niches, or rights to Memorial Plaques, are subject to a charge set by the Columbarium Committee. The charge must be paid to the Columbarium Fund before the transfer is recorded on the books of the Columbarium Committee and the new Certificate is issued.

5. Time Limitation on Use of Niche.

If any Niche is not used within fifty (50) years of the purchase of Interment rights and if reasonable efforts have failed to locate any family of the Subscriber, designated persons, heirs or other parties with an official interest, the Columbarium Committee may reassign all rights to Interment in such Niche without any compensation to the Subscriber, designated persons, heirs or other parties with an official interest.

J. FLOWERS, ORNAMENTS, DECORATIONS

1. Floral Regulations.

No one may place flowers or plants in the Columbarium at any time, with the exception of temporary placement for purposes of the service of committal and subject to the consent of the Pastor.

The Columbarium Committee suggests flowers for the sanctuary as an appropriate means of honoring the deceased.

2. Other Ornaments, Decorations.

In order to maintain consistency, the use of felt, crushed silk, satin, velvet, or other cloth in a Columbarium Niche or elsewhere in the Columbarium Site is prohibited, with the exception of temporary placement for the purpose of an interment service. All boxes, cans, shells, toys, wreaths, metal, signs, cards, furniture, vases, photographs, artificial flowers, flags, or any other such article, emblem, or ornament are prohibited in or on the Columbarium or within the Columbarium site. If so placed, the Columbarium Committee reserves the right to have any such articles removed and disposed of without notice or compensation.

K. INSCRIPTIONS

1. Uniformity of Inscriptions.

The inscribing on all Niche Fronts and other granite plaques shall be of uniform size and style as established by the Columbarium Committee.

2. Conformity of Text.

In order to maintain consistency, the "Inscription" on the Columbarium niche front will include only the name of each inurned Decedent with dates of birth and dates of death. Titles, awards, degrees, or other information shall not be included in the inscription.

There will be no more than one (1) complete name and dates of birth and death on each Memorial Wall Plaque.

3. Correctness of Inscription.

Incorporated in the *Reservation and Record Form* is an Inscription Order to be completed and signed by the person(s) entitled to do so. This form will include information which will be relied on in inscribing the Niche Front or Wall Plaque. Arrangements for the inscribing, in accordance with the name and dates so furnished, will be made by the Church.

L. CONDUCT OF PERSONS WITHIN THE COLUMBARIUM SITE

1. Respectful Decorum.

The Columbarium is part of the Church and all persons entering the Columbarium Site shall conduct themselves in accordance with customary respectful decorum as normally observed in a church setting.

M. CHANGE OF SUBSCRIBER ADDRESS

1. Subscriber Notification of the Church Office.

It shall be the duty of the Subscriber to notify the church office of any change in mailing address.

A notice or notices sent to a Subscriber at the last address on file in the church office shall be considered sufficient and proper legal notification for all purposes.

N. MODIFICATIONS AND AMENDMENTS

1. Exceptions and Modifications.

Special situations may arise in which the enforcement of a rule may impose unnecessary hardship.

Therefore, upon a recommendation of the Presiding Pastor, the Columbarium Committee may make exceptions, suspensions, or temporary modifications and any such temporary exception, suspension or modification shall in no way be construed as waiver of the general application of such rule. When such exceptions, suspensions or temporary modifications are made with regard to a particular person rather than the facility as a whole, they will be made in writing to reduce confusion.

2. Amendments.

The Columbarium Committee may at any time change the fee structure contained in Attachment # of the *Policies and Regulations*, or may adopt new *Policies and Regulations*, or amend, alter, or repeal any rule regulation or article, section, paragraph or sentence in these *Policies and Regulations*, provided, that any such change, addition or repeal shall not become effective until ratified by the Congregation Council. Any change in fee structure shall not be retroactive to previously contracted subscribers.

3. Severability.

If any provision hereof is held by duly constituted authorities to be invalid in whole or in part, these *Policies and Regulations*, except to the extent of such partial invalidity, will remain and be valid and effective.

ADOPTED by vote of the Congregation Council of *The Lutheran Church of The Good Shepherd*, Olympia, Washington at a regular meeting, on the 13th day of the month of September, 2016