

Kimball Memorial Evangelical Lutheran Church
101 Vance Avenue
Kannapolis, NC 28081

Columbarium Policy – December 15, 2022, Revised April 23, 2023

Preface

These policies are intended to serve as a guide for niche owners or prospective owners. They cannot possibly cover every situation or question, so the Columbarium Committee encourages you to contact one of its members if your concerns or questions are not answered herein.

1. Columbarium Committee – The use, management, and maintenance of the Kimball Memorial Evangelical Lutheran Church (hereafter referred to as “KMLC”) Columbarium shall be supervised by a permanent Columbarium Committee. Membership shall consist of five members, a subcommittee of the KMLC Property Committee, nominated by the current Columbarium Committee and appointed by the KMLC Council. Initial term length shall be staggered, with the initial appointments being: three individuals for two years, and two individuals for three years. Succeeding appointments shall be for three years each. One member of the committee should also be a member of the Property Committee. The Columbarium Committee shall elect its own Chairperson, Secretary, and Treasurer. The Pastor shall serve as an ex officio member without vote. The Committee shall make an annual report to the Church Council, detailing finances, status of niches, etc.

2. Columbarium Policy – This policy is approved by the KMLC Council, therefore, any major subsequent changes thereto, must also be approved by the KMLC Council. These policies are intended to ensure orderly, consistent management of the Columbarium area. Additionally, they are to be used as a reference by actual and potential niche owners.

3. Eligibility – Inurnment at the KMLC Columbarium is intended for human cremains only and to be limited to (a) current or former members, (b) current or former pastors, (c) legal spouses of members or pastors, (d) adopted, step, and/or birth children and grandchildren of members or pastors, and (e) parents or stepparents of members or pastors. Inurnment of noneligible individuals must be approved by the Columbarium committee; exceptions granted will be limited. Please direct all questions to a member of the committee.

4. Management – The Columbarium Committee will receive all payments and disburse expenditures in a separate account to be known as “The Columbarium Fund” apart from and entirely separate from the general KMLC budget. Appropriate annual audits and reviews will be performed in accordance with the KMLC regular accounting procedures. The Committee will maintain a record of each inurnment in the Columbarium, including the names, dates of birth and death, and next of kin (or legal representative). In addition, the Committee will also keep an up-to-date list of niche purchasers, along with a next of kin/contact list for each niche. It will be the purchaser’s responsibility to keep the Committee updated on any changes in contact information.

5. Purchase of Niches – Niches within the Columbarium may be purchased only by those outlined under the Eligibility paragraph above. The Columbarium Committee will maintain a chart showing each niche number and its owner. Each purchaser will fill out a Certificate of Purchase Form (see Attachment 1) which will name the individuals to be interred, the information to be engraved on the plate, and which niche number has been purchased. Selections on the niche location/number will be on a first come-first served basis. The cost of the niches is outlined below and includes the engraving of up to two names and dates. All other costs related to an individual niche will be borne by the family/estate of the deceased. (Cremation cost, urn, etc.)

Payment Options

The cost of the niches is as follows:

Niches that will hold 2 urns - \$650.00

Niches that will hold 3 urns - \$975.00

Niches that will hold 4 urns - \$1,300.00

Payment must be made in full at the time of the contract signing.

Urns MUST be of non-degradable material and MUST be of a size to fit in the opening of the niche (10" x 11 1/2 ").

All agreements shall acknowledge acceptance of the KMLC policies and agree to be bound by same.

Two urns may be placed in each niche. Once purchased, a niche may not be resold but can be returned, pending approval of the Committee. Its purchase price will then be refunded, less a 10% administrative fee, once the niche has been conveyed to another owner. Designation of the person(s) to be interred may be changed as long as the eligibility requirements are met, and as long as the niche owner provides that information to the Committee.

Engraving cost of the niche plate will be included in the purchase cost and will be contracted through the Columbarium Committee. All engraving will be of similar appearance. Line one will have the full name. Line two will have the dates of birth and death. There will be room for information on two individuals. No other inscriptions will be permitted. No flags, flowers, decorations or other memorabilia will be permitted inside the Columbarium.

6. Niche Access – The opening of the niche is prohibited by anyone other than the Chair of the Columbarium Committee or his/her designated representative. Upon the request of a member of the deceased person's immediate family or a person showing proper authority and just cause, a niche may be opened and the contents removed. Upon removal, the family terminates their right to use the niche and it reverts back to the Church. Any person requesting such opening and removal shall release KMLC from any liability in connection with such action and, as a condition precedent to such action, shall agree to indemnify and hold KMLC harmless from any costs (including legal fees and court costs) incurred in connection with such opening and removal.

7. Cancellation – If a purchased niche has been unused within twelve (12) months after the death of the person or persons for whom the niche is reserved, a certified letter will be sent to the next of kin's last known address, giving them 90 days from the date to respond. If the next of kin is successfully contacted, paragraph 5, which details procedures, will apply. However, if at the end of this

90-day period there has been no contact with the next of kin, rights for use of the niche will revert back to KMLC.

8. Funding – All funds will be kept in a separate account and managed by the treasurer of the Columbarium Committee and the Church Administrator.

9. Services for the Deceased – Inurnment will normally be accompanied by the appropriate burial service performed by an ordained pastor of KMLC. The KMLC pastor may allow other pastors to perform the service.

10. Relocation of the Columbarium – As a condition of using the Columbarium, a representative of the deceased shall grant to KMLC a legally binding right to move the cremated remains of the deceased should the original Columbarium be relocated. Should the KMLC property be sold or KMLC relocated or dissolved, the following will occur: The Columbarium will be relocated to a site on the new KMLC property or KMLC will relocate the cremains to an alternate site deemed suitable by KMLC. The right to remove all cremains to another facility is reserved by KMLC. Legal heirs may reclaim the cremains and move them to another facility of their choosing at the cost of the legal heirs. The intent of this policy is to keep the Columbarium with the church location and to allow flexibility to future unforeseen possibilities.

11. Unusual Circumstances – Any and all matters arising in connection with the operation and maintenance of the Columbarium which are not covered in this policy shall be addressed by the Columbarium Committee, with appropriate correspondence to the KMLC Council and the niche purchaser or heirs.

12. Liability – No liability of any kind is assumed by KMLC or the Columbarium Committee for the maintenance or preservation of the cremains of any person inurned in the Columbarium or for any loss or damage to the urns. Nor is any liability of any kind assumed by KMLC for any matter of things relating to the Columbarium area, its use, or subsequent maintenance.

Attachment 1 – Columbarium Contract

Attachment 2 – Columbarium Reservation & Purchase Form