

Hales Corners Lutheran Church

Policies and Procedures for the Memorial Garden Columbarium

1 Section 1. General

- 1.1. The congregation of Hales Corners Lutheran Church (the "Church") has designated an area on church property for placement of a columbarium, which is a vault with individual niches for the ashes of cremated human remains.
- 1.2. The portion of the Church's property where the columbarium is to be located is known as the Hales Corners Lutheran Church Memorial Garden ("the Garden").
- 1.3. The following policies and procedures have been enacted for use of the Hales Corners Lutheran Church Memorial Garden and the columbarium (hereinafter, the "Columbarium").
- 1.4. The Church intends to use the Columbarium as a memorial structure to hold the cremated remains ("cremains") of the Church's members and their families, and other persons determined to be eligible.
- 1.5. The Congregation shall empower the Church Board of Directors to delegate the administrative day to day operations, as well as the finances of the Memorial Garden Columbarium, to the Executive Pastor and the Hales Corners Lutheran Foundation.
- 1.6. As an ex-officio member of the Church Board of Directors, the Chairman of the Foundation shall report on the operations of the columbarium, to the Church BOD, on a regular basis, at a minimum of once annually.
- 1.7. The Church policies and procedures are in accordance with the 2015 Wisconsin Act 95 (an act to create Wis. Stat. § 157.123 relating to: regulation of columbaria maintained by religious associations). Each subscriber shall receive a paper or electronic copy of this document. The Church may update this document from time to time.

2 Section 2. The Columbarium Committee

- 2.1. The Church owns, manages, and administers the Columbarium; determines the standards for eligibility; maintains the necessary structure; and keeps records in accordance with Wisconsin requirements, in conjunction with its Foundation. The Columbarium Committee (the Committee) is charged with the oversight, approval, and management of the Memorial Garden on behalf of the Church and reports to the Hales Corners Lutheran Foundation (HCLF). The Church reserves the right to amend or change the Memorial Garden Policies and Procedures as the Church deems appropriate. All such changes shall be approved by both the Church and Foundations Board of Directors.
- 2.2. Reappointments or replacements will be nominated by the Committee subject to approval of the HCLF Board of Directors.
- 2.3. The Senior Pastor and current HCLF Chairman, or their designees, shall serve as ex-officio members of the Committee.
- 2.4. The functions of the Committee are to:
 - 2.4.1. Develop and maintain policies and procedures for operations of the Columbarium, to include policies, costs, and fees.

2.4.2. Approve applications for purchase of niche(s), and issue Certificates of Inurnment Rights for such approved applications as described in this document.

2.4.3. Maintain appropriate administrative records as described in this document.

2.4.4. Ensure proper maintenance of the Columbarium and the niches to reflect an appearance of respect, dignity, and loving memory of the deceased persons whose cremated remains have been placed there.

2.4.5. Ensure that the designated niche is opened and available at the date and time specified in the funeral arrangements for a deceased person for placement of the cremains.

2.4.6. Conduct other business as needed.

2.4.7. Report to the HCLF Board of Directors activities and status.

2.4.8. File required paperwork and forms with the State of Wisconsin in compliance with Wis. Stat. § 157.123 Columbaria maintained by religious associations.

3 Section 3. Eligibility Requirements for Placement of Cremains in the Columbarium.

3.1. It is the intent of the Church that the Columbarium be reserved as a desirable and affordable memorial for the cremains of its members and their families or other persons to whom eligibility has been granted.

3.2. A niche must have been purchased prior to placement of the cremains in the Columbarium. The following persons are eligible to have their cremains placed in the Columbarium and a niche space may be purchased on their behalf:

3.2.1. Persons who are current Church members, and members of their immediate families.

3.2.2. Persons who are former Church members, and members of their immediate families.

3.2.3. Persons who are current ministers of the Church, and members of their immediate families.

3.2.4. Persons who are former ministers of the Church, and members of their immediate families.

3.2.5. Other persons, as approved by the Committee. This category may include persons who have had a positive relationship with or impact on the Church or community.

3.2.6. For purposes of this section, the Committee shall determine what constitutes an immediate family member.

3.3. If a person who otherwise would have been eligible under the preceding eligibility provisions dies without having purchased a niche, a niche may be purchased on that deceased person's behalf by a family member, a person who has been legally designated as the executor or administrator of the deceased estate, or in the absence of such person, a person who the Committee determines has a bona fide interest in the affairs of the deceased.

4 Section 4. Columbarium Niche Application and Recording Process.

4.1. Applying for a Columbarium Niche.

4.1.1. Eligible persons (as defined in Section 3), hereafter referred to as subscribers, may apply for the purchase and reservation of a Columbarium wall niche or niches using the application form at Appendix A.

4.1.2. The subscriber must designate for each niche to be purchased whether a niche space for one or two persons is desired. The subscriber must designate the name or names of the person or persons for each niche to be purchased. Further, the subscriber must certify that the purchase is for the use of the eligible designated person(s); or should such designation(s) be subsequently changed, only eligible persons as defined in Section 3 may be substituted.

4.1.3. It shall be the responsibility of the subscriber to keep the Church and the Committee advised of his/her contact information, the contact information of the person for whom the niche is reserved and the contact information of the person designated as next of kin or contact person. This designated person will be the individual the Church will contact for any reason related to the Columbarium.

4.1.4. The niche application must be accompanied by payment in full.

4.1.5. A receipt will be given to the subscriber that indicates the date and time of the application and method of payment.

4.1.6. Final approval will not have been conferred until eligibility of the subscriber (or the person for whom a niche space is being designated by the subscriber) has been confirmed, full payment for the niche or niches has been tendered and accepted, and the application has been approved by the Committee. Proof of approval shall be the dated signature of the Committee Chairman affixed to the application.

4.2. Recording Subscriber Data.

4.2.1. Upon approval, the applicant shall become a Columbarium subscriber. The Committee will issue a Certificate of Inurnment Rights (Appendix C) to the subscriber. The certificate shall include the subscriber's name, the number of niche(s) purchased, the designated person or persons for whom a niche space has been purchased, the specific rights being conferred, and any conditions that apply or limit such rights. Specifically, the certificate shall show the conditions that apply to the right of use as listed in Section 5 and conditions that limit the subscriber's right to use as listed in Section 6.

4.2.2. A permanent record of the transaction and Issuance of a Certificate of Inurnment Rights shall be maintained by the Committee in a Columbarium Directory. The Columbarium Directory shall be maintained in duplicate with one set to be available in the congregational office. The recording data shall include the following:

4.2.2.1. A completed signed and approved form of each application.

4.2.2.2. The original Certificate of Inurnment Rights issued to each subscriber. The subscriber shall receive a copy.

4.2.2.3. A mapping of the location of the Columbarium wall niche assigned to each subscriber.

4.2.2.4. The name, address, telephone number and email or other form of approved electronic communication of each subscriber and other person or persons designated by the subscriber to have cremains placed in the Columbarium shall be recorded in the Columbarium Directory. The subscriber, or appropriate person as indicated in 4.2, shall be responsible to provide, and maintain current, such information.

5 Section 5. Inurnment Rights Conferred on a Subscriber.

5.1. Only an inurnment right is conferred to the subscriber. Such inurnment is for the placement of the cremains in the purchased niche. No interest in property, real, personal, mixed, or otherwise is conveyed by the Church. There are no rights of ownership, nor any rights to take actions independent of the Committee, conferred upon a subscriber through the purchase of a Columbarium niche. All ownership, management, administration, and maintenance functions of the Columbarium are the sole responsibility of the Church and the Committee.

5.2. Only the cremains of eligible persons, as defined in Section 3 may be placed in a purchased niche. The cremains of one, but no more than two persons in two supplied containers may be placed in a niche.

5.3. The urns for inurnment shall be supplied by the Committee and are the only urns that will be allowed to be used in the 8"x8" niches.

5.4. Only the person named in the Certificate of inurnment Rights shall be inurned in the Columbarium. A designated niche is non-transferable and cannot be sold, donated, or in any way transferred, without HCLF Board of Directors approval. Designation of a person to be placed in a niche may be changed by written request to the Committee during the subscriber's lifetime. The Committee shall verify the eligibility of such changed designations and issue a revised Certificate of inurnment Rights to the subscriber. A change in the designation also may be made in a last will and testament, or trust document or other equivalent document but cannot abrogate the requirements pertaining to eligibility for placement of the cremains of person as specified in the Certificate of Inurnment Rights. Such change in designation shall not pass by any residuary or other general clause unless specific reference is made to changing the inurnment Rights and naming of a specific designated and eligible person.

5.5. In the event that a subscriber or the subscriber's surviving spouse, or their successors in interest, shall decide not to use a niche for inurnment, notice shall be given to the Committee in writing and the Certificate and all rights to inurnment in the niche shall be surrendered and shall revert to the Church. In this event, ten percent (10.0%) of the purchase price, plus any costs related to inscription, will be forfeited to the Church as an administrative fee.

5.6. If a designated person, who is not a subscriber, informs the Committee in writing that placement of cremains in the Columbarium is not desired, then the Committee will make every effort to contact the original subscriber to seek guidance on use of the niche, to include possible refund (minus 10% of the purchase price and any costs related to inscription). If the original subscriber cannot be located after a reasonable search, then the niche will revert to the Church and the niche payment is forfeited.

5.7. Cremains of a person placed in the Columbarium shall not be removed without the written consent of the surviving spouse or the next of kin of such person, except under the conditions specified in Section 10, or to satisfy an appropriate court order.

5.8. A sealed niche may be opened, and the contents removed, only for good cause as determined by the Committee, and approved by the HCLF Board of Directors.

5.9. The Certificate of Inurnment Rights that is provided to a subscriber upon purchase of a niche shall incorporate the preceding provisions of Section 5.

5.10. Prior to the sealing of an urn, a subscriber, an individual approved by the subscriber, or their family member(s) may place one or more letters, photographs, or small objects in the urn. Placement of one or more small objects is permitted only if such object(s) fit and the urn lid seals completely. It is permissible to withhold some ashes or spread some ashes elsewhere.

5.11. If a subscriber wishes to inscribe the name of a designee on their niche front when their designee's body was buried elsewhere or their designee's cremains were buried, inurned, or scattered elsewhere, then, upon advance approval by the Committee, the subscriber may be allowed to inscribe that designee's name, DOB and DOD and if desired "In Memoriam" on the niche front. Approval may be granted only after a provision of burial record or statement of location information are provided by the subscriber or the subscriber's family. If such approval is granted, the Committee shall give the subscriber an urn in which to place memorabilia to celebrate the designee's life. The urn shall be marked with the designee's name and alternate location of their buried body or ashes. Specific location information shall also be kept in Church's records for that niche.

6 Section 6. Conditions that Limit the Subscriber's Right to Use.

6.1. The subscriber may not assign, transfer, or otherwise dispose of the right of use conferred by the purchase of a niche without the express approval of the Committee, except through a will or trust document as specified in the preceding Section 5, paragraph 5.4.

6.2. If a niche is not used within a period of fifty (50) years, the Committee shall attempt to contact the subscriber or person designated for placement of cremains. If after diligent efforts, as determined by the Committee, such contacts cannot be made and the families are not known, the Inurnment Rights shall terminate, and all rights will revert to the Church.

6.3. Nothing of a temporary or permanent nature may be placed in the Garden without the written authorization of the Committee. The Committee reserves the right to remove and destroy any decoration, floral arrangement, or any other item at its discretion, at any time and for any reason.

6.4. The Church, through the Committee shall exercise reasonable care in the maintenance of the Columbarium, but – except for laws of the State of Wisconsin – shall have no other liability of any kind whatsoever for the preservation of the cremains of any person in the Columbarium or for any loss or damage to the urns or containers or the cremated remains of deceased persons, and no liability of any kind whatsoever is assumed by the Church relating to the Columbarium.

6.5. The Hales Corners Lutheran Church Board of Directors shall have full authority to increase or reduce the number of niches in the Columbarium and to change its location on the property of the Columbarium, including additional sites on such property.

6.6. The Certificate of Inurnment Rights that is provided to a subscriber upon purchase of a niche shall incorporate the preceding provisions of Section 6.

6.7. Requested exceptions to the policies and procedures governing the Garden and Columbarium will be reviewed by the Committee upon request of the subscriber. The Committee's decision will be final.

7 Section 7. Placement of Cremated Remains in the Columbarium.

7.1. The Committee should be notified of the death of an eligible person for whom a Columbarium niche has been purchased. Notification may be made by the subscriber, or if the subscriber is the deceased, by the subscriber's family or other representative. Notification may be made through the church office, who will contact the Senior Pastor and a Committee member.

7.2. Neither the Committee nor the Church has any responsibility for cremation or funeral arrangements of the deceased.

7.3. The Committee is responsible to determine that the deceased person is eligible to have the cremains placed in the Columbarium, and to make necessary arrangements for the opening and closing of a niche at the time of placement of the cremains in the Columbarium.

7.4. A Certificate of Cremation and a Report for Final Disposition of a Human Corpse and Out-of-State Burial Transit Permit must be provided to the Committee prior to placement of the cremains. Such certificate and such report will be noted in the Columbarium Directory and retained in the records of the Committee. The funeral home or crematorium can assist in obtaining these documents.

7.5. Committal or memorial services may be held in the Garden under the direction of clergy. The Committee or its designate shall be responsible for the opening and closing of niches for inurnment of cremains.

7.6. Using a black permanent marker, the contents of each urn (individual cremains or combined cremains) shall be marked on the bottom of the urn.

8 Section 8. Engraving of Columbarium Niche Plaques.

8.1. Engraving on the niche plaque is required for placement of cremains. To ensure consistency in the standard of lettering, engraving services shall be arranged by the Committee and engraving costs are included in the Niche Use Fee.

8.2. Engraving space on the face of the wall niche is limited. Each niche may be engraved with the family surname, the given name and the dates of birth and death as illustrated in Appendix D.

9 Section 9. Costs, Fees, and Disposition of Funds.

9.1. Costs and Fees

9.1.1. The current cost and fee schedule is prescribed in Appendix B and includes the cost of opening/closing. The cost for urns and engraving are NOT included in the Niche Use Fee.

9.1.2. The Church Board of Directors retains the right to change the reservation fees and fees for inurnment at any time except there can be no retroactive charge to those who have already subscribed and paid. The cost of a Funeral Director, of the actual cremation, and all other such costs associated with

a person's Funeral or Memorial Service shall be the responsibility of the subscriber or the subscriber's designated representative.

9.1.3. The Church, through the HCLF Board and Committee, shall provide for the perpetual care and maintenance of the Columbarium.

9.1.4. The Church building and grounds department shall be responsible for the day-to-day upkeep, maintenance and landscaping of the Memorial Garden.

9.1.5. The Hales Corners Lutheran Foundations shall reimburse the Church for the cost of day-to-day upkeep, maintenance and landscaping of the Memorial Garden, from the Columbarium Perpetual Care Fund. The amount of such reimbursement will be determined between the Church and the Foundation on an annual basis.

9.2. Disposition of Funds received by the Committee.

9.2.1. The HCL Foundation will establish a separate fund to be known as the Hales Corners Lutheran Church Columbarium Perpetual Care Fund (the "Care Fund") which will be administered by the Committee with oversight by the HCLF Board of Directors. The Care Fund will provide for the maintenance and care of the Hales Corners Lutheran Memorial Garden. The funds shall deposit, within 30 days after receipt of payment/application approval, at least 25% of each payment of principal received from the sale of a niche in the columbarium into the Care Fund, until the Care Fund equals 50% of the cost of constructing the columbarium. The Care Fund and any income from investment of the care fund may be used only to maintain the columbarium.

9.2.2. Amounts held in the Care Fund shall be invested in accordance with the policies set forth in the Foundation's Investment and finance policies.

9.2.3. All monies, in any form, received by the Church, Foundation or the Committee, either through sales of niches, gifts, donations, or other sources that are notated for allocation to the Memorial Garden or the Columbarium, and all income from any investments, will be applied to the payment of all costs attributable to the establishment of the Garden or any other matter involving the Garden, including, but not limited to the operation and debt reduction incurred on behalf of the Columbarium.

9.2.4. When all such debts have been eliminated and monies received exceed costs of operations, such excesses shall be held in the Foundation Restricted Fund - Endowed. Such amounts shall be invested in accordance with the policies set forth in the Foundation's Investment and finance policies. All income from such excesses shall be held in the Foundation Restricted Fund – Not Endowed, and available for grants furthering the ministries of Hales Corners Lutheran Church.

10 Section 10. Disposition of the Columbarium.

10.1. In the event the Columbarium should cease to exist under the condition listed below, its disposition will be resolved in accordance with the following procedures:

10.1.1. If, due to unforeseen circumstances, the Columbarium is destroyed, or damaged beyond repair and the Church elects to discontinue the Columbarium, it shall be the responsibility of the Committee, acting in concert with the Church Board of Directors, to provide facilities equal to those now existing for the disposition of the Columbarium urns of cremated remains.

10.1.2. If the existing Church structure is to be vacated as the result of merger, it shall be the responsibility of the Committee, acting in concert with the Church Board of Directors, to provide facilities equal to those now existing for the disposition of the Columbarium wall niche containers of cremains.

10.1.3. In the event of dissolution of the Church through other than merger, and without a surviving entity, it shall be the responsibility of the Committee, acting in concert with the Church Board of Directors, to provide facilities equal to those now existing for the disposition of the Columbarium urns of cremated remains.

10.2. Should any of the situations described in the preceding paragraphs of this section occur, the Committee and the HCLF Board of Directors shall consult with the subscriber. Additionally, the Committee, in concert with the HCLF Board of Directors, 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.

11 Section 11. Effective Date of, and Changes to the Policies and Procedures

11.1. This document is effective upon approval of the Church Board of Directors.

11.2. This document may be altered, amended, or repealed by the Church Board of Directors. The Committee shall review the contents of this document on an annual basis to determine whether changes are required. The Committee shall submit all proposed changes to the Church Board of Directors for review and approval. Upon such approval, the Committee shall ensure that the changes are incorporated into this document.

Certification

The policies, procedures, costs, and fees established in this document for the Hales Corners Lutheran Church Memorial Garden Columbarium at Hales Corners Lutheran Church, Hales Corners, Wisconsin, have been reviewed by the Board of Directors and have been approved.

President, Hales Corners Lutheran Church BOD

Dated

Chairman, Hales Corners Lutheran Foundation BOD

Dated