

**COLUMBARIUM POLICY  
OF  
FIRST PRESBYTERIAN CHURCH,  
1100 S. HARRISON STREET, AMARILLO, TX, 79101**

As approved by Session April 10, 2017

**I. PURPOSE**

The Columbarium of First Presbyterian Church (the “Columbarium” and the “Church”) has been created to provide a space for depositing (“inurnment”) of cremated remains (“cremains”) of deceased Church members and other eligible persons.

**II. GOVERNANCE**

A. *The Columbarium Committee* (the “Committee”). The Columbarium is owned by and is part of the Church. The Committee administers, operates, and maintains the Columbarium under the Properties Committee and delegation of authority from Session.

B. *Committee Membership and Appointment.* The Committee shall consist of two nominated persons, all of whom shall be members of the Church, and the Church staff member liaison to the Properties Committee of the Church.

1. The Church’s Senior Pastor Head of Staff shall nominate two (2) committee members from the membership of the Church. The members shall serve three (3) year terms; and no more than two consecutive three (3) year terms. The Committee member must then remain off of the committee for a three (3) year term before returning.

2. On the third year of the initial member’s term of service, the second committee member shall be nominated by the Church’s Senior Pastor Head of Staff and serve for a three (3) year term, and no more than two consecutive three (3) year terms. The purpose of the coinciding committee obligation is to provide one full year of training for the incoming committee member, before their remaining two (2) year service commitment.

3. The third committee member shall be the Church staff member liaison to the Properties Committee of the Church.

C. *Committee Functions and Duties.* The Committee shall have the authority to:

1. Adopt its own internal rules and operating procedures, including the dates and times of regular meetings, the procedures for calling special meetings, and the procedure for which votes are taken or decisions made. The quorum shall be

the agreement of all Committee members, with the Senior Pastor Head of Staff providing a deciding vote, if necessary. Detailed minutes will be maintained and submitted to Properties Committee after each meeting.

2. Create procedures for the sale of niches and the inurnment of cremains, and adopt and utilize contracts, forms, and other documents necessary for or incidental to such sales and inurnments.

3. Receive proceeds from the sales of niches and request disbursements for expenditures, as the Committee deems necessary for the proper administration, operation, and maintenance of the Columbarium, subject to accounting for such financial transactions to the Properties Committee at least quarterly. The Committee shall establish and maintain in the Church's name such account or accounts with financial institutions as the Committee deems necessary in which to deposit receipts related to the Columbarium, including the proceeds from the sale of niches, and from which to make the disbursements or expenditures related to the Columbarium.

4. Generally administer, operate, and maintain the Columbarium consistent with the *Columbarium Policy* and the physical plans submitted to and approved by the Properties Committee, and maintain all records and documentation relating to the Columbarium, the sale of niches and all inurnments in the Columbarium.

### III. ELIGIBILITY FOR INURNMENT

Inurnment in the Columbarium shall be limited to the human cremains of any member or past member of First Presbyterian Church, and members of his or her immediate family. Members of his or her immediate family shall include: spouse of the member or past member; parents, step-parents, grandparents or step-grandparents of the member or past member; children or step-children of the member or past member; the spouses of children or step-children of any member or past member; and grandchildren or step-grandchildren of any member or past member. Any minister or former minister and his or her spouse and members of his or her immediate family (as defined above) are also eligible. Requests for the inurnment of non-members may be honored if recommended by the Committee and approved by the Properties Committee and Session.

### IV. PURCHASE OF NICHES

Each niche in the Columbarium shall have a capacity for two urns. To purchase a niche, an eligible person should obtain a Columbarium packet from the Church office. This packet contains a copy of the *Columbarium Policy* and all applicable forms. The applicant should complete all appropriate forms and submit them, with payment in full, to the Church Business Office, where it will be time and date stamped. A member of the Columbarium Committee will contact the applicant to insure that all information is correct, and then submit the application to the Committee for final approval. When the

application is approved, the applicant (now "Owner") will be issued a *Certificate of Inurnment Rights* ("Certificate") after payment is received in full.

#### **V. FEES**

The current one-time fee for the right of inurnment in the Columbarium is \$3,000.00 per niche for the thirty-six (36) North Center niches, and \$2,500.00 per niche for the remaining two hundred forty (240) niches. This fee includes one niche holding up to two (2) urns, all costs directly associated with inurnment, inscription of names and dates, and continual care of the Columbarium. It does not include the cost of cremation, urns, transportation and other off-premises costs. The Properties Committee may change the fee in the future, if deemed necessary. Holders of *Certificate of Inurnment Rights* will neither be reimbursed nor assessed additional costs if the fee changes.

#### **VI. SELECTION OF NICHES**

When an application has been approved, the applicant will have the right to select any niche(s), which may be available at that time. If more than one application shall have been approved on the same date, the rights of preference shall be based on the date and time the completed applications are received. No more niches will be sold to a family than those necessary to inurn the cremains of all eligible persons in that family, with two urns to a niche. Application forms must be completed for each niche.

#### **VII. MANNER OF OWNERS' DELIVERING OF ORDERS**

The Church and the Committee shall be held responsible for legibly printed orders given in person or by certified mail, and shall not be held responsible for any mistake occurring due to the lack of precise legibly written instructions as to either the inscription upon or the location of the niche where inurnment is desired.

#### **VIII. INURNMENT PROCEDURES**

- A. *Services.* Only an ordained minister or staff member serving First Presbyterian Church, or an ordained minister invited by the Pastor of First Presbyterian Church, shall be authorized to officiate at an inurnment service in the Columbarium. The committal service shall be at the convenience of the minister or staff member and the family of the deceased to be inurned.
- B. *Urns.* The only urn that may be used for inurning cremains in the Columbarium shall be the metal urn box provided by the funeral home for Columbarium use. The name of the deceased shall be permanently affixed to the urn.
- C. *Inscription on Niches.*
  - 1. **Uniformity of Inscription:** The inscription shall be the uniform size and style as determined by the Committee. The purchase price of the *Certificate of Inurnment Rights* shall include the cost of such inscription.

2. **Conformity of Text:** The maximum inscription shall consist of the following:  
top line: **FIRST, MIDDLE, NAME(S) OF THE DECEASED**  
middle line: **LAST NAME OF THE DECEASED**  
bottom line: **DATE OF BIRTH** **DATE OF DEATH**  
**(MONTH/DATE/YEAR)** **(MONTH/DATE/YEAR)**

3. **Correctness of Inscription.** An *Individual Niche Inscription Order Form* will be provided in the Columbarium Packets, and shall be legibly printed in ink, and signed by the person or persons entitled to do so. The Committee will make arrangements for the inscription, in accordance with the name and dates so furnished. The Church and the Committee shall be responsible only for such errors in the inscription as might be made by the party doing the inscription, which deviates from the name and dates as filled in on the signed *Individual Niche Inscription Order Form*.

#### **IX. FLOWERS, ORNAMENTS AND DECORATIONS**

- A. **Floral Regulations.** Flowers or plants may be placed in the Columbarium area only as directed by the Committee.
- B. **Prohibited Ornaments.** The use of felt, crushed silk, or any other cloth in a Columbarium niche is prohibited. The placing of any items, such as toys, signs, wreaths, ornaments, or any other article not approved by the Committee, shall not be permitted in or near the Columbarium area. Any of these items may be removed by the Committee or the Church and disposed of without notice or liability to the Church.

#### **X. OWNER'S OBLIGATION OF NOTIFICATION**

The owner of the *Certificate of Inurnment Rights* has an obligation to keep the Church notified concerning his or her current address and related information. No ownership changes can be made without the written consent of the Committee and Properties Committee.

#### **XI. CONTINUAL CARE FUND**

A. Funds from the sale of niches in excess of initial construction costs and associated expenses shall be maintained by the Church, under direction of the Properties Committee, as a continual care fund for the upkeep of the Columbarium, including the following:

1. Routine maintenance
2. Inscription and installation of engraved plaques on niches following inurnment
3. Future additions, modifications, and/or repairs to the Columbarium
4. Other uses at the discretion of the Columbarium Committee, subject to Properties Committee approval.

## **XII. TRANSFER OR ASSIGNMENTS**

- A. *Right of First Refusal.* The Committee retains the right of first refusal to purchase the unused inurnment rights from any owner of such rights at the original purchase price paid for the niche(s) less a \$50.00 Administration Fee. Any new owner would have to meet the criteria set out in Article III of this document, Eligibility for Inurnment, and would be subject to approval by the Committee.
- B. *Removal.* Cremains remain the property of the family or estate of the deceased. If cremains from one or both persons listed on the Certificate have been inurned in their niche, and the survivors wish to remove ALL the cremains, rights to the niche will revert to the Church, with no compensation due to the Owner's estate. There shall be no partial removal of cremains at any time.
- C. *Reuse of Paid Niche.* Whenever deemed appropriate any ordained minister of the Church shall have the right to provide a fully paid niche for anyone otherwise eligible and in need, and who has recently died or for whom death is imminent, with approval from the Columbarium Committee. This shall be done discreetly, and the niche can be selected without prejudice from any of the remaining fully paid niches for which ownership has reverted to the Church. The person in need or his or her survivor(s) can make niche selection.
- D. *Niche Use.* No cremains may be inurned in any niche except those for persons listed on the *Certificate of Inurnment Rights* for that niche. No personal articles of any kind may be included with the cremains.

## **XIII. TITLE AND RETAINED RIGHTS**

The holder of a *Certificate of Inurnment Rights* acquires no property rights in the Columbarium, any of its niches, or any of the Church's property. Legal title to the Columbarium and all niches remain with the Church at all times. The Certificate attests only to the right to inurn the cremains of the person(s) named on the Certificate in the specific niche also stated in the Certificate. Assignment of cremains to a specific niche shall constitute only a license to use such niche pursuant to the *Columbarium Policy*, as amended from time to time. In the event of a discrepancy between the Certificate and the administrative records maintained by the committee, the latter shall take preference.

## **XIV. REMOVAL OF CREMAINS BY THE CHURCH**

- A. Cremains may not be removed from the Columbarium without the written consent of (a) the Church and (b) the Owner of the *Certificate of Inurnment Rights* (or his legal representative or successors. The rules stated in Article XII, Transfer or Assignments, shall apply.

B. In the event that the Columbarium requires repairs in order to maintain its integrity, the Owner agrees to permit the temporary removal of any cremains until those repairs are completed.

#### **XV. SECURITY OF CREMAINS**

The Church shall not willfully take any action or willfully fail to do any act that would result in the loss, destruction, or desecration of any cremains in niches. The holder(s) of the *Certificate of Inurnment Rights* will assume the risk of the loss, destruction or desecration of the decedent's cremains from any and all other causes.

#### **XVI. TERMINATION OF THE COLUMBARIUM**

The Right of Inurnment will continue as long as the present Church edifice stands and is owned by the Church. If the present edifice is to be sold or demolished, and a replacement Columbarium will not be furnished at the new site, the Right of Inurnment will cease. In that event, the Church will notify the Owner (or his or her legal representative successors) that they must remove the cremains from the niche. If no one of such persons removes the cremains within a reasonable time or if no one of such persons can be contacted within ninety (90) days, the Church has the right to relocate the cremains, as it deems proper. No refund of any amount for the Inurnment Rights will be made.

#### **XVII. PERSONAL CONDUCT IN THE COLUMBARIUM AREA**

The Columbarium is part of the Church and all persons in the Columbarium area are expected to conduct themselves in accordance with customary good decorum as normally observed in a Presbyterian Church. The Pastor(s) and the Committee are empowered to enforce these rules and regulations and to exclude from the Columbarium area any persons(s) violating these rules and regulations.

#### **XVIII. PROTECTION AGAINST LOSS**

The Church may carry such insurance for its own benefit upon the columbarium and contents as the Committee sees fit; however, there is no obligation upon the church or the Committee to provide any insurance for the benefit of the inurnment right holders.

#### **XIX. AMENDMENT OR WAIVER OF OPERATING RULES**

The Properties Committee and Session of the Church may, at any time, amend, repeal, suspend, or waive any or all of the rules and requirements of the *Columbarium Policy*. Waiver of any rule or requirement shall not be construed, unless specifically so stated by the Properties Committee and Session of the Church, to constitute a continuing waiver of that rule or requirement with respect to any situation or occurrence arising thereafter.