

Tulare Public Cemetery District

This is an Endowment Care Interment

REGULAR BOARD MEETING AGENDA



Chairman- Xavier Avila
Vice Chairman- Stephen Present
Secretary- Patricia Hitlin
Trustees- Carlos Ramos & Michele Lima

Tulare Public Cemetery – Conference Room

Friday, February 23, 2024

900 E. Kern Avenue – Tulare, CA

1:00 p.m. – Regular Board Meeting

Public Information about Meetings:

Attend meetings in person or access the meeting live via Facebook <https://www.facebook.com/profile.php?id=100076699464485>

Documents related to items on the agenda are accessible on District's website at www.tularecemetery.net and available for viewing in a single binder at the entrance of the conference room.

Public Comments – Any member of the public wishing to address the Board shall first identify himself or herself and shall be limited to three(3) minutes (six (6) minutes if a language interpreter is used) unless extended by the chairperson. It is the Board's intent to accommodate all persons who wish to attend open public meetings.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. MOMENT OF SILENCE IN MEMORY OF THOSE WHO HAVE PASSED
5. RECOGNITION OF VISITORS
6. PUBLIC COMMENTS (three (3) minutes per person)
7. TRUSTEE COMMENTS (three (3) minutes per person)
8. OPEN SESSION - AUDIT REPORTS, ITEMS OF INTEREST & GENERAL BUSINESS
(All items are subject to discussion and possible action by the Board Members.)
 - 8.1- Approve minutes for Regular Board Meeting February 1, 2024
 - 8.2- Audit Committee
 - 8.2a- Review Audit Committee report
 - 8.2b- Audit minutes for December 1, 2023
 - 8.3- Approval of December 2023 January 2024 financials
 - 8.4- Interment & Pre-need count for October, November, December 2023 & January 2024
 - 8.5- New appoints to Audit and Verification Committees
 - 8.6- City of Tulare sidewalk letter & bids
 - 8.7- Resolutions No. 2023/24-2
 - 8.8- California Business Machine/ Leaf Contract
 - 8.9- North Cemetery sump pit/drain
 - 8.10- Tabled Items: O
 - 8.10a- Out of District Policy

8.10b- Equipment maintenance log book

8.10c- Schedule Bylaw review

9. DISTRICT MANAGER'S REPORT

10. FUTURE AGENDA ITEMS REQUEST

10a- Future Meetings

11. ADJOURNMENT

OPEN SESSION AGENDA ITEMS NOTICE TO THE PUBLIC

ALL WRITINGS, MATERIALS AND INFORMATION PROVIDED TO THE BOARD FOR THEIR CONSIDERATION RELATING TO ANY OPEN SESSION AGENDA ITEMS OF THE MEETING ARE AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL BUSINESS HOURS MONDAY - FRIDAY 8:00 AM – 4:00 PM AT THE CEMETERY DISTRICT OFFICE LOCATED AT 900 E. KERN AVE. - TULARE, CA 93274

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU SHOULD NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE BOARD OFFICE AT (559) 686-5544 FORTY-EIGHT (48) HOURS PRIOR TO THIS MEETING.

RULES OF DECORUM

- Meetings of the Tulare Cemetery District shall be conducted in an orderly manner to ensure that the public has a full opportunity to be heard and that the deliberative process of the Trustees is retained at all times.
- No person in the audience at a District meeting shall engage in disorderly, boisterous conduct or other acts which disturb, disrupt or otherwise impede the orderly conduct of any District meeting.
- The Chair shall request that a person who is breaching the rules of decorum be orderly and silent. If, after receiving a warning from the Chair, a person persists in disturbing the meeting, the Chair shall order him or her, to leave the District meeting.
- If such person does not remove himself or herself, the Penal Code provides that every person who, without authority of law, willfully disturbs or breaks up any meeting, not unlawful in its character, is guilty of a misdemeanor.

ADDRESSING THE CEMETERY BOARD

- No person shall address the Trustees without first being recognized by the Chair.
- Each person shall confine his or her remarks to the agenda item.
- Each person shall limit his or her remarks for business items or oral communications to three minutes, with a total of 15 minutes allotted for the Public Comment Period unless further time is granted by the Chair.
- All remarks shall be addressed to the Trustees as a whole and not to any single member thereof, unless in response to a question from such member.
- No question may be asked of the Trustees without permission of the Chair.

TRUSTEE CONDUCT

- The Tulare Public Cemetery Trustees agree to disagree.
- The Tulare Public Cemetery Trustees when desiring to speak shall address the Chair and confine their remarks to the questions under debate.
- The Tulare Public Cemetery Trustees will use respectful language, will not shout nor use aggressive behavior when communicating ideas, beliefs or comments.
- The Tulare Public Cemetery Trustees will not allow personal attacks on staff, each other, or the public.
- The Tulare Public Cemetery Trustees will not condone issues brought before the board that warrant public review without allowing the staff to review the situation and/or permission to add to the board agenda. Issues that warrant review, discussion and/or consideration of the legislative body shall be presented at an open and public meeting in a courteous and professional manner.
- The Tulare Public Cemetery Trustees will not condone grandstanding.
- The Tulare Public Cemetery Trustees will not belabor issues that have either been resolved or tabled to ensure continued productive discussions and decisions.
- The Tulare Public Cemetery Trustees will be proactive in addressing disagreements with fellow members or staff by directly addressing concerns with that member through meaningful and respectful dialogue.



Tulare Public Cemetery District Regular Board Meeting Minutes Thursday, February 1, 2024



A REGULAR BOARD MEETING OF THE TULARE PUBLIC CEMETERY DISTRICT WAS HELD ON THURSDAY, FEBRUARY 1, 2024, AT 1:00 PM IN THE CONFERENCE ROOM, LOCATED AT 900 E. KERN AVENUE, TULARE, CA.

BOARD MEMBERS PRESENT:

Chairman Carlos Ramos, and Trustees, Stephen Presant and Michele Lima

BOARD MEMBERS ABSENT:

None

STAFF PRESENT:

District Manager Clara Bernardo and Legal Counsel Matthew Pierce

1. CALL TO ORDER:

The Regular Board Meeting was called to order at 1:04 pm by Chairman Carols Ramos

2. ROLL CALL:

Carlos Ramos, Stephen Presant and Michele Lima. Swearing in Xavier Avila and Patricia Hitlin

3. PLEDGE OF ALLEGIANCE:

Chairman Carlos Ramos led the Pledge of Allegiance

4. MOMENT OF SILENCE IN MEMORY OF THOSE WHO HAVE PASSED

5. SWEARING OF BOARD MEMBERS:

Matthew Pierce swears in Xavier Avila and Patricia Hitlin as Trustees

6. RECONGNITION OF VISITORS:

Councilmember Steve Harrell

7. PUBLIC COMMENTS:

Four public comments

8. TRUSTEE COMMENTS:

Two trustee comments

9. OPEN SESSION- AUDIT REPORTS, ITEMS OF INTEREST & GENERAL BUSINESS

(All items are subject for discussion and possible action by the Board.)

9.1- Election of Officers

Presant moved for Avila to be Chairman for 2024, Avila seconded the motion. Vote (3-2) with Ramos and Lima opposed. Hitlin moved to have Presant act as Vice-Chairman for 2024, Vote passed 4-1 with Lima opposed. Availa moves to have Hitlin as Secretary for 2024, Ramos seconded. Vote (5-0).

9.2- Resolutions No. 2023/24-6

Presant motions Ramos seconds with corrects to add the names of the individual's new officers. Vote 5/0 motion passes



Tulare Public Cemetery District Regular Board Meeting Minutes Thursday, February 1, 2024



9.3- Approval Minutes of Regular Board Meeting December 14, 2023

Ramos motions Presant seconds to approve Regular Board Meeting minutes for December 14, 2023.
Vote 5/0 motion passes

9.4- Audit Committee

8.4a- Review Audit Committee Reports

Presant gave brief discussion regarding moving monies from the revolving funds that are in the Tulare County Treasure 772.

8.4b- Audit minutes for December 1, 2023

Audit has approved December 1, 2023 minutes

9.14c- RFP sidewalk repairs

Presant motions Avila seconds to get 3 bids to fix the issue the city has with sidewalk and the curb. Vote 4/1 Ramos nay motion passes

9.5- Approval of October and November 2023 financials

Presant moves Ramos seconds to approve November 2023 financials Vote 5/0 motion passes

9.6- Annual Audit 2022/2023 Auditors report

Avila recommends that the Audit Committee review the Internal Control for Financial Reporting request and bring it back to the board.

9.7- Interment & Pre-need count for October, November and December 2023

24 interment count for October 17 full body, 5 cremation and 2 babies

25 interment count for November 13 full body 12 cremation

December count is unknown at the moment and for January there was 37 interments

9.8- Resolutions No. 2023/24

9.8a-2023/24-1 Presant motions, Ramos seconds to amend the approve resolution no 2023/24-1 to say Resolved that the amount of \$36,661.00 of endowment interest to be transferred from the endowment care fund. Vote 5/0 motion passes

9.8b-2023/24-2 Table Item

9.9- Administration fee distribution

Bernardo reported the revenue account 772 is decreasing. \$150.00 of the administration fee is being split into the expansion fund. Bernardo purposes 100% of the administration fee goes into the 772 to bring it back up. Ramos motion, Presant seconds to add 100% of the administration fee into the 772. Vote 5/0 motion passes

9.10- Employee shortages

Bernardo wanted clarification on the total amount of groundmen the board put a freeze to. Avila clarified the number was set to seven. Bernardo will create a job description for a Ground Supervisor and hire soon.



**Tulare Public Cemetery District
Regular Board Meeting Minutes
Thursday, February 1, 2024**



9.11- Solar meeting update-Presant

A vendor is wanting to work on some preliminary design of a possible solar installation on a portion of the bare ground at the North Cemetery. Board give consent to allow the vendor to present information to the board.

9.12- CAPC conference- March

Ramos motion, Presant seconds to approve two employees and two board members to attend CAPC in March Vote 5/0 motion passes

9.13- 3rd Annual Tree of Remembrance 2023 update

Bernardo gave update on the event

9.14- Tabled Item: O

9.14a- Out of District Policy- Tabled

9.14b- Equipment maintenance log book- Tabled

9.14d- Schedule Bylaw review for February – work on a date for a Special Board Meeting

9.15e- Schedule new Board Member Workshop – Bernardo started this process with the new board members.

10.- DISTRICT MANGER'S REPORT:

10.1-Bernardo has been updating the website

10.2-Safety training for all groundmen

10.3-Look into hiring a temp

10.4-Look into hiring office staff

10.5- She's working on getting her pesticides licenses

11- FUTURE AGENDA ITEMS REQUEST:

11.a- Future Meetings- nothing was discussed

Chairman Avila adjourned to close session at 2:58 pm

12. CLOSED SESSION

12.a- Potential exposure to litigation government code 54956.9 (b) (Two Matters)

Nothing to report back

13- ADJOURNMENT:

Chairman Avila adjourned the meeting at 3:25 pm

Respectfully Submitted,

Board Secretary

Tulare Public Cemetery District
Audit Committee Meeting Minutes
January 18, 2024

CALL TO ORDER:

The Tulare Public Cemetery Audit Committee meeting on January 18, 2024 was called to order at 1:00 P.M, at 900 E Kern Ave, Tulare, California by Committee Chair Steve Presant and Committee Member Linda Maloy. Committee Member Xavier Avila attended at 1:15 pm. Manager Clara Bernardo was in attendance.

RECOGNITION OF VISITORS: There was one visitor.

OPEN SESSION:

4.1 – Maloy moved, Presant 2nd to approve December 1, 2023 minutes with corrections. Vote (2-0)

4.2 –Maloy moved, Avila 2nd to approve October 2023 financials. Maloy moved, Avila 2nd to approve November 2023 financials. Vote (3-0)

4.3 – Reviewed Draft 2022-2023 Annual Audit. Maloy moved to recommend audit committee support of the audit, Avila 2nd. Vote (3-0)

4.4 – Reviewed Health & Safety Code 9075 & 9076 which details the process of withdrawing TPCD funds from Tulare County. The audit committee is by consensus supportive of removing only Fund 772 monies from Tulare County. Maloy moved, Avila 2nd on investigating with Tulare County the possibility of considering the Audit Committee Chair as Treasurer.

4.5 – Verified by hand counting the Petty Cash box that there is \$500 in it.

4.6 – Verified November Bank Statement matched November Financials 10500 Reconciliation cleared amounts. The Audit Committee will ask our District Manager to provide a transfer fee addition and subtraction explanation at the next meeting. Avila moved to recommend to the Board that a majority of the Fund 886 balance be invested to maximize return, Maloy 2nd. Vote (3-0)

4.7 – The District Manager had nothing to report.

ADJOURNMENT:

Committee Chair Presant adjourned the meeting at 2:12 P.M.

Respectfully Submitted,

Audit Committee Member

12:25 PM

02/19/24

Accrual Basis

Tulare Public Cemetery District

Balance Sheet

As of December 31, 2023

	Dec 31, 23	Dec 31, 22
ASSETS		
Current Assets		
Checking/Savings		
00 • Clearing Acct.	24,252.21	23,077.33
10100 • Petty Cash	500.00	500.00
10150 • Bank of The Sierra - CHK ACCT	22,746.01	61,476.17
10500 • Cash in Treasury (772)	224,368.02	260,940.28
10600 • Endowment - Reserved (773)		
1620 • Endowment Care 1620	316,017.92	316,017.92
10600 • Endowment - Reserved (773) - Other	1,601,034.03	1,446,140.33
Total 10600 • Endowment - Reserved (773)	1,917,051.95	1,762,158.25
10700 • Cash in Expansion Account (807)	202,534.64	238,034.84
10900 • Endowment - Unreserved (817)	265,429.67	258,284.77
10950 • Pre-Need Payment Plan (886)	192,642.02	3,937.95
Total Checking/Savings	2,849,524.52	2,608,409.59
Accounts Receivable		
11001 • Accounts Receivable - PVQ (772)	35,709.74	13,219.53
11010 • Receivable - Pre-Need Pmt Plan	143,377.13	28,013.77
Total Accounts Receivable	179,086.87	41,233.30
Other Current Assets		
11300 • Prepaid Expense		
11320 • Prepaid Workers Compensation	15,962.02	15,348.00
11330 • Prepaid Liability Insurance	18,617.02	17,996.00
11340 • Prepaid Property Insurance	1,804.50	2,403.00
Total 11300 • Prepaid Expense	36,383.54	35,747.00

Tulare Public Cemetery District
Balance Sheet
As of December 31, 2023

	Dec 31, 23	Dec 31, 22
12001 • Undeposited Funds	0.00	24,350.69
12101 • Inventory Asset	19,699.19	18,670.98
Total Other Current Assets	56,082.73	78,768.67
Total Current Assets	3,084,694.12	2,728,411.56
TOTAL ASSETS	3,084,694.12	2,728,411.56
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 • Accounts Payable	69,007.16	36,601.60
Total Accounts Payable	69,007.16	36,601.60
Other Current Liabilities		
25600 • PTO Accruals	3,713.68	0.00
25500 • Sales Tax Payable	2,782.04	3,453.81
Total Other Current Liabilities	6,495.72	3,453.81
Total Current Liabilities	75,502.88	40,055.41
Total Liabilities	75,502.88	40,055.41
Equity		
30000 • Fund Balance	2,798,990.20	2,665,098.82
Net Income	210,201.04	23,257.33
Total Equity	3,009,191.24	2,688,356.15
TOTAL LIABILITIES & EQUITY	3,084,694.12	2,728,411.56

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02/19/24

Accrual Basis

Tulare Public Cemetery District Profit & Loss Budget Performance

December 2023

	Dec 23	Budget	Jul - Dec 23	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
3999 • Total Beginning Cash Available	0	29,167	0	175,000	350,000
4000 • County Taxes					
4001 • Current Secured	114,648	0	114,648	0	0
4006 • Current Unsecured	0	0	0	0	0
4008 • Prior Secured	0	0	0	0	0
4009 • Prior Unsecured	0	0	0	0	0
4030 • Suppl Current Secured	0	0	0	0	0
4033 • Suppl Prior Secured	0	0	0	0	0
4052 • Other Taxes	4,243	0	4,243	0	0
4060 • Residual Distributions	0	0	0	0	0
4069 • PT Facilities	0	0	0	0	0
5000 • Aid-Other Governmental Agencies	0	0	0	0	0
5050 • Homeowners Property Tax Relief	0	0	0	0	0
4000 • County Taxes - Other	4,715	18,750	4,715	112,500	225,000
Total 4000 • County Taxes	123,606	18,750	123,606	112,500	225,000
4801 • Interest Income - 772	1,401	583	2,811	3,502	7,000
4801.1 • Transfer from Funds	0	5,000	0	30,000	60,000
5400 • Charges for Current Services					
5400.1 • Grave	15,000		156,760		
5400.2 • Niche	979		13,045		
5400.3 • Open and Close	28,400		187,346		
5400.4 • Administration	4,350		33,150		
5400.5 • Vault Installation	5,049		33,021		
5400.6 • Out of District Fee	1,148		7,117		
5400.7 • Transfer Fees	0		450		
5400.8 • Payment Plan Contract Fees	185		4,189		
5400.9 • Disinterment	0		-2,300		
5400.10 • Saturday Service Fee	0		8,000		
5400.11 • Add On Packages	0		295		
5400 • Charges for Current Services - Other	0	66,667	0	400,000	800,000
Total 5400 • Charges for Current Services	55,111	66,667	441,073	400,000	800,000
5450 • Concrete Base Sales	6,000	6,667	26,700	40,000	80,000
5460 • Vault Sales	13,782	14,583	68,428	87,502	175,000
5470 • Vase Sales	70		310		
5805 • Misc. Revenue	1,475	2,083	8,585	12,502	25,000
5833 • Grant Revenue	0	0	0	0	0
5834 • Restitution	0	50	0	300	600
5835 • Other Revenue	0	208	0	1,250	2,500
5860 • Interest Income	0		1,356		
Total Income	201,445	143,757	672,869	862,556	1,725,100

Tulare Public Cemetery District

Profit & Loss Budget Performance

December 2023

	Dec 23	Budget	Jul - Dec 23	YTD Budget	Annual Budget
Cost of Goods Sold					
5900 • Concrete Base for Headstones	6,000	6,667	26,700	40,000	80,000
5901 • Vault Costs	6,002	5,833	29,798	35,000	70,000
5905 • Vase Costs	0	0	0	0	0
5908 • Emblem for Urn Costs	0	0	0	0	0
5915 • Miscellaneous Service Supplies	34	83	148	500	1,000
Total COGS	12,036	12,583	56,646	75,500	151,000
Gross Profit	189,409	131,174	616,223	787,056	1,574,100
Expense					
6000 • Payroll and Employee Benefits					
6001 • Regular Payroll	34,863	45,917	229,638	275,500	551,000
6002 • Overtime	1,462	1,667	7,272	10,000	20,000
6004 • Health Insurance Benefits	-41	9,000	37,931	54,000	108,000
6005 • Extra Help	1,947	2,417	24,871	14,500	29,000
6008 • Directors Fees	200	250	1,250	1,500	3,000
6011 • Retirement-SD Portion	2,806	3,667	21,645	22,000	44,000
6012 • Social Security and Medicare	3,224	3,667	18,649	22,000	44,000
6015 • Workers Compensation Ins	2,660	2,667	15,962	16,000	32,000
6016 • Unemployment Ins.	23	292	512	1,750	3,500
6017 • PTO Accrued Payout	3,009	1,313	9,571	7,875	15,750
6018 • Other	0	167	0	1,000	2,000
6000 • Payroll and Employee Benefits - Other	0	0	0	0	0
Total 6000 • Payroll and Employee Benefits	50,154	71,021	367,301	426,125	852,250
7003 • County Tax Admin Fees					
70031 • Finance Charges / Fees	167		313		
7003 • County Tax Admin Fees - Other	2,479	500	2,479	3,000	6,000
Total 7003 • County Tax Admin Fees	2,646	500	2,791	3,000	6,000
7004 • Clothing and Personal Supplies					
70042 • PPE - Personal Protective Equip	119		630		
70043 • First Aid Supplies	427	500	1,653	3,000	6,000
7004 • Clothing and Personal Supplies - Other	0		291		
Total 7004 • Clothing and Personal Supplies	546	500	2,575	3,000	6,000
7005 • Telecommunications					
70051 • Internet	161		874		
70052 • Phone Lines	166		2,278		
70053 • Tablet	24		228		
7005 • Telecommunications - Other	0	625	1,025	3,750	7,500
Total 7005 • Telecommunications	351	625	4,405	3,750	7,500

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02/19/24

Accrual Basis

Tulare Public Cemetery District Profit & Loss Budget Performance

December 2023

	Dec 23	Budget	Jul - Dec 23	YTD Budget	Annual Budget
7006 • Vaults and Liners					
7008 • Freight/Delivery Fees	0	0	292	0	0
7009 • Household Supplies	0	83	174	500	1,000
7010 • Insurance		208	174	1,250	2,500
70101 • General Liability Insurance	3,103		18,617		
70102 • Property Insurance	301		1,805		
70103 • Auto Insurance	0		5		
70104 • Mobile Equipment Insurance	0		1,777		
70105 • Crime/Bond Insurance	0		195		
70106 • Cyber Liability Contribution	0		385		
7010 • Insurance - Other	0	3,600	0	21,602	43,205
Total 7010 • Insurance	3,404	3,600	22,783	21,602	43,205
7011 • Concrete Base for Headstones	0	0	0	0	0
7025 • Mileage Reimbursement Expense	0	83	165	500	1,000
7030 • Maintenance and Repairs					
70200 • Repair & Main. - KERN Equipment	1,631		5,486		
70201 • Equipment & Supplies for Servic	0		7,897		
70203 • Diesel KERN for Equipment	0		1,889		
70204 • Unleaded - KERN Fuel for Equip	0		1,045		
70205 • Unleaded - North Fuel Equip	0		383		
70206 • Repair & Main. -North Equipment	0		3,180		
70207 • Diesel NORTH for Equipment	553		1,135		
70209 • Sprinkler NORTH Repairs/Supply	0		99		
70210 • Tools -KERN Ground Maintenance	0		154		
70211 • Repair & Main.-KERN Location	0		244		
70213 • Fence Repairs NORTH J and Maint	2,844		3,279		
70215 • Tools - North Ground Maintenance	0		231		
70300 • Repair & Main. - Outside KERN	481		1,010		
70301 • Safety Supplies & Compliance	194		194		
70302 • Cleaning Supplies	0		377		
70305 • Repair & Main. - Headstones/Con	0		4,650		
70307 • Repair & Maint.-Outside North	386		2,952		
70308 • Weed Control Spray for Grounds	0		497		
70309 • Sprinkler KERN Repairs/Supplies	0		2,874		
70311 • Landscaping -flowers, trees, ba	658		11,677		
70400 • Repair & Main. - Building Kern	0		2,755		
70401 • Pest Control	100		550		
70402 • Repair & Main, North Building	0		2,131		
7030 • Maintenance and Repairs - Other	5,511	13,750	6,558	82,500	165,000
Total 7030 • Maintenance and Repairs	12,357	13,750	61,246	82,500	165,000

Tulare Public Cemetery District

Profit & Loss Budget Performance

December 2023

	Dec 23	Budget	Jul - Dec 23	YTD Budget	Annual Budget
7036 • Office Supplies and Expense					
61000 • Copier/Equipment Lease	210		1,838		
61001 • Water / Breakroom Supplies	0		1,565		
62000 • Office Supplies	865		4,786		
63000 • Computer Repairs and Expense	0		135		
65000 • Software Programs/ Website	1,433		6,001		
66100 • Plotbox Software Project	0		4,050		
7036 • Office Supplies and Expense - Other	616	3,792	2,472	22,750	45,500
Total 7036 • Office Supplies and Expense	3,125	3,792	20,848	22,750	45,500
7037 • Marketing		417	0	2,500	5,000
7039 • Miscellaneous		208	1,144	1,250	2,500
7040 • Bank Fees	1,099		225		
7043 • Professional Fees	45				
68100 • Accounting	2,343		10,918		
68201 • Employment - Background/Drug Sc	0		45		
68300 • Legal	813		8,112		
7043 • Professional Fees - Other	0	3,875	0	23,250	46,500
Total 7043 • Professional Fees	3,156	3,875	19,076	23,250	46,500
7045 • Security					
7406 • SECURITY NORTH	2,905		9,018		
7045 • Security - Other	0	1,833	4,351	11,000	22,000
Total 7045 • Security	2,905	1,833	13,369	11,000	22,000
7059 • Publications and Legal Notices					
70591 • Membership Dues	3,391		4,021		
7059 • Publications and Legal Notices - Other	0	417	0	2,500	5,000
Total 7059 • Publications and Legal Notices	3,391	417	4,021	2,500	5,000
7073 • Training / Education		417	456	2,500	5,000
7074 • Transportation and Travel	63				
70742 • Meal/Food Reimbursement	0		252		
7074 • Transportation and Travel - Other	0	333	689	2,000	4,000
Total 7074 • Transportation and Travel	0	333	940	2,000	4,000

Tulare Public Cemetery District

Profit & Loss Budget Performance

December 2023

	Dec 23	Budget	Jul - Dec 23	YTD Budget	Annual Budget
7081 • Utilities					
77100 • SCE KERN ELECTRIC	0		3,136		
77101 • SCE ELECTRIC NORTH	0		6,112		
77300 • Water, Sewer	0		13,407		
779001 • Waste Disposal North	318		3,236		
79000 • Waste Disposal Kern	0		2,601		
7081 • Utilities - Other	0	6,250	0	37,500	75,000
Total 7081 • Utilities	318	6,250	28,492	37,500	75,000
7090 • Vehicle Expense	0	8	0	50	100
7425 • Taxes	1,144	250	1,144	1,500	3,000
8000 • Land	0	0	0	0	0
8001 • Graves Repurchase	2,000	1,667	16,000	10,000	20,000
8002 • Niches	0	4,167	0	25,000	50,000
8100 • Building and Improvements	0	4,167	0	25,000	50,000
8300 • Equipment	0	4,167	0	25,000	50,000
7432 • Appropriation for Contingencies	0	8,837	0	53,023	106,045
Total Expense	86,703	131,175	567,622	787,050	1,574,100
Net Ordinary Income	102,706	-1	48,601	6	0
Other Income/Expense					
Other Income					
9100 • Endowment - 773					
9101 • Endowment Revenue - Current Serv	8,046	8,333	61,515	50,000	100,000
9102 • Interest Income - Endowment 773	14,441	3,750	27,846	22,500	45,000
Total 9100 • Endowment - 773	22,487	12,083	89,361	72,500	145,000
9200 • Fund for Future Expansion - 807					
9201 • Rent and Concessions - 807	0	1,083	13,000	6,500	13,000
9203 • Interest Income - 807	1,492	167	2,794	1,000	2,000
9204 • Current Services Admin (807)	4,350	2,000	33,829	12,000	24,000
Total 9200 • Fund for Future Expansion - 807	5,842	3,250	49,623	19,500	39,000
9300 • Unreserved Funds - 817					
9301 • Interest Income - 817	2,009	292	3,897	1,750	3,500
Total 9300 • Unreserved Funds - 817	2,009	292	3,897	1,750	3,500

Tulare Public Cemetery District

Profit & Loss Budget Performance

December 2023

	Dec 23	Budget	Jul - Dec 23	YTD Budget	Annual Budget
9400 • Pre Need - 886					
5400.6P • PreNeed Vault Sales	600		16,596		
9401 • Interest Income - 886	1,311	150	2,124	900	1,800
Total 9400 • Pre Need - 886	1,911	150	18,720	900	1,800
9900 • Other Income					
9901 • CD Interest	0	292	0	1,750	3,500
Total 9900 • Other Income	0	292	0	1,750	3,500
Total Other Income	32,248	16,067	161,600	96,400	192,800
Net Other Income	32,248	16,067	161,600	96,400	192,800
Net Income	134,954	16,066	210,201	96,406	192,800

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						53,723.18
Cleared Transactions						
Checks and Payments - 44 items						
Bill Pmt -Check	11/01/2023	4185	Reed Shaffer	✓	-220.00	-220.00
Bill Pmt -Check	11/28/2023	4204	Barnes Memorials	✓	-5,600.00	-5,820.00
Bill Pmt -Check	11/28/2023	4203	West Coast Sand & Gravel Inc.	✓	-3,419.62	-9,239.62
Bill Pmt -Check	11/28/2023	4205	Barnes Memorials	✓	-3,200.00	-12,439.62
Check	11/28/2023	EFT	AT & T Mobility	✓	-269.45	-12,709.07
Check	11/28/2023	EFT	AT & T Mobility	✓	-264.14	-12,973.21
Bill Pmt -Check	11/29/2023	EFT	CALPERS	✓	-2,618.11	-15,591.32
Check	12/01/2023	4206		✓	-5,846.31	-21,437.63
Check	12/01/2023	4207		✓	-633.77	-22,071.40
Bill Pmt -Check	12/01/2023	EFT	Waste Management/USA Waste	✓	-318.28	-22,389.68
Check	12/01/2023	EFT	Paychex of New York LLC	✓	-248.00	-22,637.68
Bill Pmt -Check	12/04/2023	EFT	Lowe's	✓	-29.00	-22,666.68
Check	12/08/2023	4208		✓	-2,255.51	-24,922.19
Check	12/08/2023	4214		✓	-1,151.62	-26,073.81
Check	12/08/2023	4209		✓	-289.42	-26,363.23
Bill Pmt -Check	12/12/2023	EFT	AT & T Internet	✓	-70.00	-26,433.23
Check	12/14/2023	EFT	Paychex of New York LLC	✓	-11,957.27	-38,390.50
Check	12/14/2023	EFT	Paychex of New York LLC	✓	-345.40	-38,735.90
Check	12/15/2023	EFT	Paychex of New York LLC	✓	-5,152.29	-43,888.19
Bill Pmt -Check	12/19/2023	EFT	CALPERS	✓	-2,781.62	-46,669.81
Check	12/19/2023	EFT	AT & T Mobility	✓	-263.38	-46,933.19
Bill Pmt -Check	12/20/2023	4230	Employ America -Social Voc Services	✓	-3,035.00	-49,968.19
Bill Pmt -Check	12/20/2023	4245	Tulare County Counsel	✓	-2,186.20	-52,154.39
Bill Pmt -Check	12/20/2023	4229	Element Security Solutions, Inc.	✓	-1,985.25	-54,139.64
Bill Pmt -Check	12/20/2023	EFT	City of Tulare	✓	-1,696.64	-55,836.28
Bill Pmt -Check	12/20/2023	4226	Christy Vault Co, Inc.	✓	-1,547.00	-57,383.28
Bill Pmt -Check	12/20/2023	4224	California Business Machines	✓	-1,536.90	-58,920.18
Bill Pmt -Check	12/20/2023	4223	CAL Turf Equipment & Supply Inc.	✓	-1,361.74	-60,281.92
Bill Pmt -Check	12/20/2023	4234	Kenny Ruffa Construction	✓	-1,349.00	-61,630.92
Bill Pmt -Check	12/20/2023	4235	LABORMAX STAFFING	✓	-1,045.79	-62,676.71
Bill Pmt -Check	12/20/2023	EFT	Southern California Edison	✓	-932.07	-63,608.78
Bill Pmt -Check	12/20/2023	4228	Clara L Bernardo	✓	-229.37	-63,838.15
Bill Pmt -Check	12/20/2023	4236	Leaf	✓	-210.36	-64,048.51
Bill Pmt -Check	12/20/2023	4243	Res Com Pest Control	✓	-150.00	-64,198.51
Bill Pmt -Check	12/20/2023	4231	Ewing Irrigation Products Inc.	✓	-105.47	-64,303.98
Bill Pmt -Check	12/20/2023	4241	Petty Cash	✓	-94.99	-64,398.97
Bill Pmt -Check	12/20/2023	4238	Morris Levin & Son	✓	-32.45	-64,431.42
Bill Pmt -Check	12/26/2023	EFT	AT & T Phone's	✓	-256.96	-64,688.38
Check	12/27/2023	EFT	AT & T Mobility	✓	-649.93	-65,338.31
Check	12/28/2023	EFT	Intuit	✓	-550.00	-65,888.31
Check	12/29/2023	EFT	Paychex of New York LLC	✓	-12,558.60	-78,446.91
Check	12/29/2023	EFT	Paychex of New York LLC	✓	-3,307.55	-81,754.46
Check	12/29/2023	EFT	Paychex of New York LLC	✓	-123.69	-81,878.15
Check	12/29/2023	EFT	Positive Pay - Bank of Sierra	✓	-45.00	-81,923.15
Total Checks and Payments					-81,923.15	-81,923.15
Deposits and Credits - 10 items						
Deposit	12/01/2023			✓	15,000.00	15,000.00
Bill Pmt -Check	12/12/2023	4218	AT & T Internet	✓	0.00	15,000.00
Deposit	12/15/2023			✓	14,000.00	29,000.00
Bill Pmt -Check	12/20/2023	4221	AT & T Mobility	✓	0.00	29,000.00
Deposit	12/28/2023			✓	2,105.00	31,105.00
Deposit	12/28/2023			✓	5,225.09	36,330.09
Deposit	12/28/2023			✓	21,045.79	57,375.88
Total Deposits and Credits					57,375.88	57,375.88

Type	Date	Num	Name	Cir	Amount	Balance
Total Cleared Transactions					-24,547.27	-24,547.27
Cleared Balance					-24,547.27	29,175.91
Uncleared Transactions						
Checks and Payments - 13 items						
Check	12/12/2023	4219	Natalie Alberti		-30.00	-30.00
Bill Pmt -Check	12/20/2023	4220	Andy Hinojosa III CPA		-1,205.00	-1,235.00
Bill Pmt -Check	12/20/2023	4244	Shelby Fidler		-755.00	-1,990.00
Bill Pmt -Check	12/20/2023	4225	CAPC - Calif Assoc of Public Cemeteries		-730.00	-2,720.00
Bill Pmt -Check	12/20/2023	4233	Home Depot Credit Services		-571.33	-3,291.33
Bill Pmt -Check	12/20/2023	4227	Cintas First Aid Safety		-315.99	-3,607.32
Bill Pmt -Check	12/20/2023	4242	Public Cemetery Alliance		-300.00	-3,907.32
Bill Pmt -Check	12/20/2023	4240	Pacific Employers		-297.00	-4,204.32
Bill Pmt -Check	12/20/2023	4222	Boot Barn, Inc.		-277.64	-4,481.96
Bill Pmt -Check	12/20/2023	4232	Giotto's Alarm Tech, INC.		-270.00	-4,751.96
Bill Pmt -Check	12/20/2023	4239	Office Depot		-264.95	-5,016.91
Bill Pmt -Check	12/20/2023	4237	Lowe's		-62.99	-5,079.90
Bill Pmt -Check	12/29/2023	4247	PLOTBOX INC		-1,350.00	-6,429.90
Total Checks and Payments					-6,429.90	-6,429.90
Total Uncleared Transactions					-6,429.90	-6,429.90
Register Balance as of 12/31/2023					-30,977.17	22,746.01

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						128,952.66
Cleared Transactions						
Checks and Payments - 6 items						
Invoice	11/21/2023	14936	TULARE COUNTY PVQ	√	-15,000.00	-15,000.00
Invoice	12/06/2023	14962	TULARE COUNTY PVQ	√	-14,000.00	-29,000.00
General Journal	12/13/2023	ah-259		√	-2,478.50	-31,478.50
Invoice	12/18/2023	14955	TULARE COUNTY PVQ	√	-21,045.79	-52,524.29
Invoice	12/18/2023	14956	TULARE COUNTY PVQ	√	-5,225.09	-57,749.38
Invoice	12/18/2023	14957	TULARE COUNTY PVQ	√	-2,105.00	-59,854.38
Total Checks and Payments					-59,854.38	-59,854.38
Deposits and Credits - 17 items						
Transfer	12/01/2023			√	1,150.00	1,150.00
Transfer	12/01/2023			√	15,050.46	16,200.46
Transfer	12/08/2023			√	3,983.34	20,183.80
Transfer	12/08/2023			√	12,010.75	32,194.55
Transfer	12/11/2023			√	1,150.00	33,344.55
Transfer	12/11/2023			√	3,962.50	37,307.05
General Journal	12/12/2023	ah-266		√	104.85	37,411.90
General Journal	12/12/2023	ah-267		√	365.97	37,777.87
General Journal	12/12/2023	ah-263		√	504.02	38,281.89
General Journal	12/12/2023	ah-265		√	5,148.55	43,430.44
General Journal	12/12/2023	ah-268		√	14,215.76	57,646.20
General Journal	12/12/2023	ah-264		√	94,308.91	151,955.11
Transfer	12/18/2023			√	20,461.60	172,416.71
General Journal	12/19/2023	ah-261		√	4,243.00	176,659.71
General Journal	12/19/2023	ah-260		√	4,715.00	181,374.71
Transfer	12/22/2023			√	8,204.00	189,578.71
General Journal	12/31/2023	ah-262		√	1,400.77	190,979.48
Total Deposits and Credits					190,979.48	190,979.48
Total Cleared Transactions					131,125.10	131,125.10
Cleared Balance					131,125.10	260,077.76
Uncleared Transactions						
Checks and Payments - 2 items						
Invoice	12/18/2023	14958	TULARE COUNTY PVQ		-18,209.74	-18,209.74
Invoice	12/18/2023	14958	TULARE COUNTY PVQ		-17,500.00	-35,709.74
Total Checks and Payments					-35,709.74	-35,709.74
Total Uncleared Transactions					-35,709.74	-35,709.74
Register Balance as of 12/31/2023					95,415.36	224,368.02

10600 • Endowment - Reserved (773), Period Ending 12/31/2023

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
Beginning Balance							1,895,744.13
Cleared Transactions							
Deposits and Credits - 8 items							
Transfer		12/01/2023			√	393.00	393.00
Transfer		12/01/2023			√	1,379.00	1,772.00
Transfer		12/08/2023			√	1,179.00	2,951.00
Transfer		12/11/2023			√	393.00	3,344.00
Transfer		12/11/2023			√	393.00	3,737.00
Transfer		12/18/2023			√	1,779.00	5,516.00
Transfer		12/22/2023			√	1,351.00	6,867.00
General Journal		12/31/2023	ah-269		√	14,440.82	21,307.82
Total Deposits and Credits						21,307.82	21,307.82
Total Cleared Transactions						21,307.82	21,307.82
Cleared Balance						21,307.82	1,917,051.95
Register Balance as of 12/31/2023						21,307.82	1,917,051.95
Ending Balance						21,307.82	1,917,051.95

10700 · Cash in Expansion Account (807), Period Ending 12/31/2023

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
Beginning Balance							196,992.71
Cleared Transactions							
Deposits and Credits - 9 items							
Transfer		12/01/2023			√	150.00	150.00
Transfer		12/01/2023			√	900.00	1,050.00
Transfer		12/08/2023			√	150.00	1,200.00
Transfer		12/08/2023			√	750.00	1,950.00
Transfer		12/11/2023			√	150.00	2,100.00
Transfer		12/11/2023			√	150.00	2,250.00
Transfer		12/18/2023			√	1,200.00	3,450.00
Transfer		12/22/2023			√	600.00	4,050.00
General Journal		12/31/2023	ah-270		√	1,491.93	5,541.93
Total Deposits and Credits						<u>5,541.93</u>	<u>5,541.93</u>
Total Cleared Transactions						<u>5,541.93</u>	<u>5,541.93</u>
Cleared Balance						<u>5,541.93</u>	<u>202,534.64</u>
Register Balance as of 12/31/2023						<u>5,541.93</u>	<u>202,534.64</u>
Ending Balance						<u>5,541.93</u>	<u>202,534.64</u>

10900 - Endowment - Unreserved (817), Period Ending 12/31/2023

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
Beginning Balance							263,420.83
Cleared Transactions							
Deposits and Credits - 1 item							
General Journal		12/31/2023	ah-271		√	2,008.84	2,008.84
Total Deposits and Credits						2,008.84	2,008.84
Total Cleared Transactions						2,008.84	2,008.84
Cleared Balance						2,008.84	265,429.67
Register Balance as of 12/31/2023						2,008.84	265,429.67
Ending Balance						2,008.84	265,429.67

10950 - Pre-Need Payment Plan (886), Period Ending 12/31/2023

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
Beginning Balance							173,729.78
Cleared Transactions							
Deposits and Credits - 12 items							
Transfer		12/01/2023			√	1,705.51	1,705.51
Transfer		12/01/2023			√	2,001.73	3,707.24
Transfer		12/01/2023			√	2,363.00	6,070.24
Transfer		12/05/2023			√	262.84	6,333.08
Transfer		12/11/2023			√	2,063.00	8,396.08
Transfer		12/11/2023			√	3,398.44	11,794.52
Transfer		12/15/2023			√	161.37	11,955.89
Transfer		12/18/2023			√	575.51	12,531.40
Transfer		12/19/2023			√	1,400.00	13,931.40
Transfer		12/22/2023			√	3,565.27	17,496.67
Transfer		12/27/2023			√	105.00	17,601.67
Transfer		12/31/2023			√	1,310.57	18,912.24
Total Deposits and Credits						18,912.24	18,912.24
Total Cleared Transactions						18,912.24	18,912.24
Cleared Balance						18,912.24	192,642.02
Register Balance as of 12/31/2023						18,912.24	192,642.02
Ending Balance						18,912.24	192,642.02



Agri-Center of The World

PUBLIC WORKS/ STREETS DIVISION

February 8, 2024

Tulare Public Cemetery
900 E Kern Ave
Tulare Ca, 93274

Re: 900 E Kern Ave, Tulare, CA, - Sidewalk – **Replace approximately 663 square feet of sidewalk causing trip hazard and repair approximately 45 linear foot of curb and gutter, as well as 4 mills.** Please understand the size of the marked area is an estimate and may be changed by a contractor or city inspector.

This office was informed of potential trip hazards at the above address. Upon investigation, staff has found that the sidewalk at subject address is severe enough to create a trip hazard threat, and therefore the damaged section(s) must be promptly removed, milled, or replaced. Along with the sidewalk, the tree(s) and/or roots may be required to be removed due to the damage it is causing.

In accordance with City of Tulare Code Section 8.12.160 (see attached), as the property owner on record, you are hereby notified to repair the damaged sidewalk fronting subject address. Upon receipt of this letter and in accordance with California State Streets and Highway Code §5614, the property owner is responsible for the following:

"... shall further specify that if the repair is not commenced within two weeks after notice is given and diligently and without interruption prosecuted to completion, the superintendent of streets shall make such repair, and the cost of the same shall be a lien on the property."

Proof of permit is required within two (2) weeks of the date of this letter as identified by state statute. If the sidewalk has not been repaired in 60 days, the City of Tulare will repair the sidewalk and provide you with an invoice for work completed. If you do not pay the invoice, the cost will be submitted to the County and assessed on your property taxes.

The Tulare County Assessor Office indicates that you are the owner of the above property, however, if you are receiving this letter and are not the property owner, please notify the rightful responsible party or contact us with the most current information.

The property owner is responsible for both the removal of the damaged sidewalk, curb & gutter, and/or drive approach and subsequent replacement of the concrete. The attached Sidewalk, Curb & Gutter Rehabilitation Program Guidelines identify the necessary steps to complete the repairs.

Should you have any questions, please contact me at (559) 684-4283.

Sincerely,

Gonzalo Ramirez, Street Manager

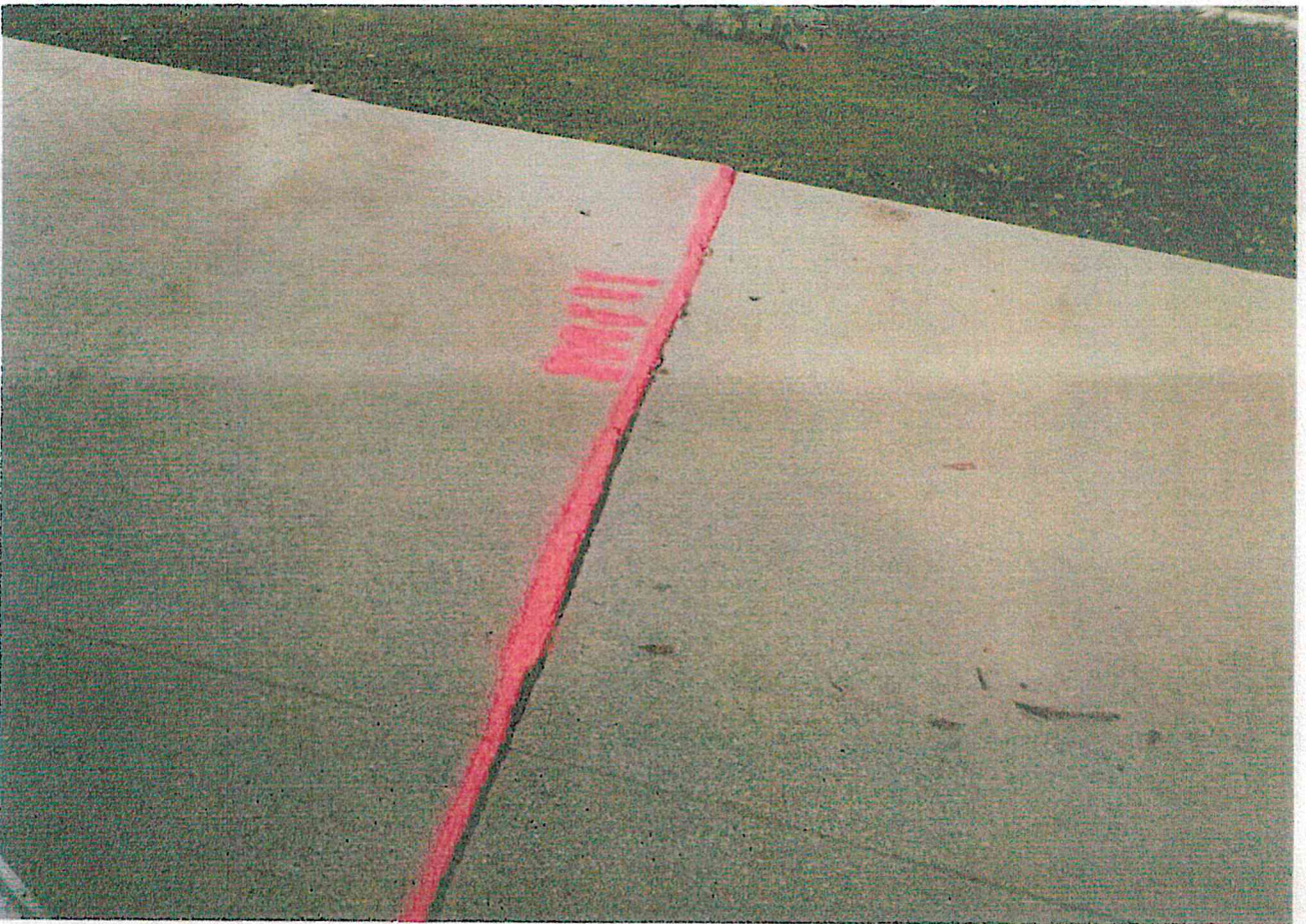
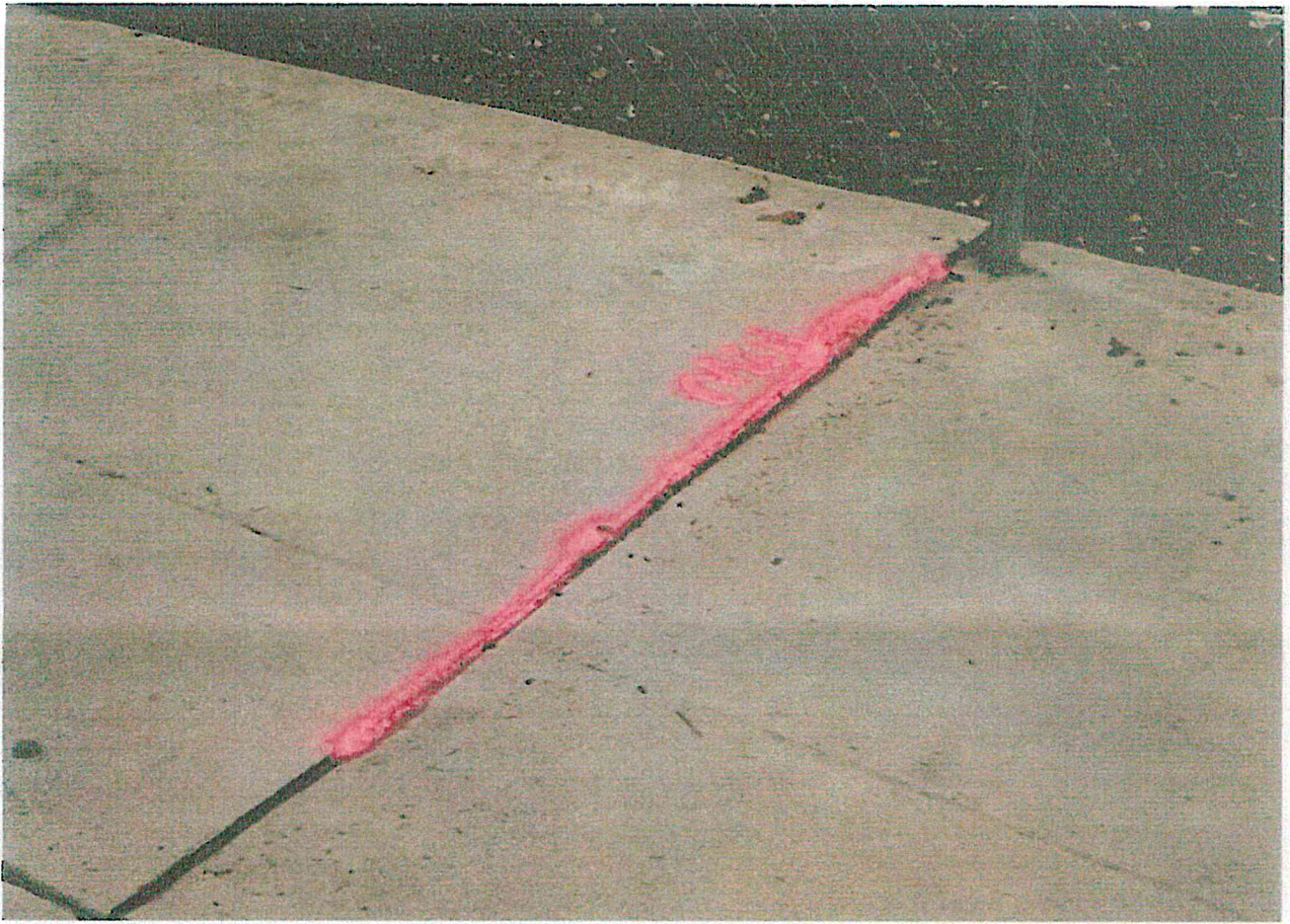
cc: Marc Mondell, City Manager
City Engineering Department
Mario Zamora, City Attorney

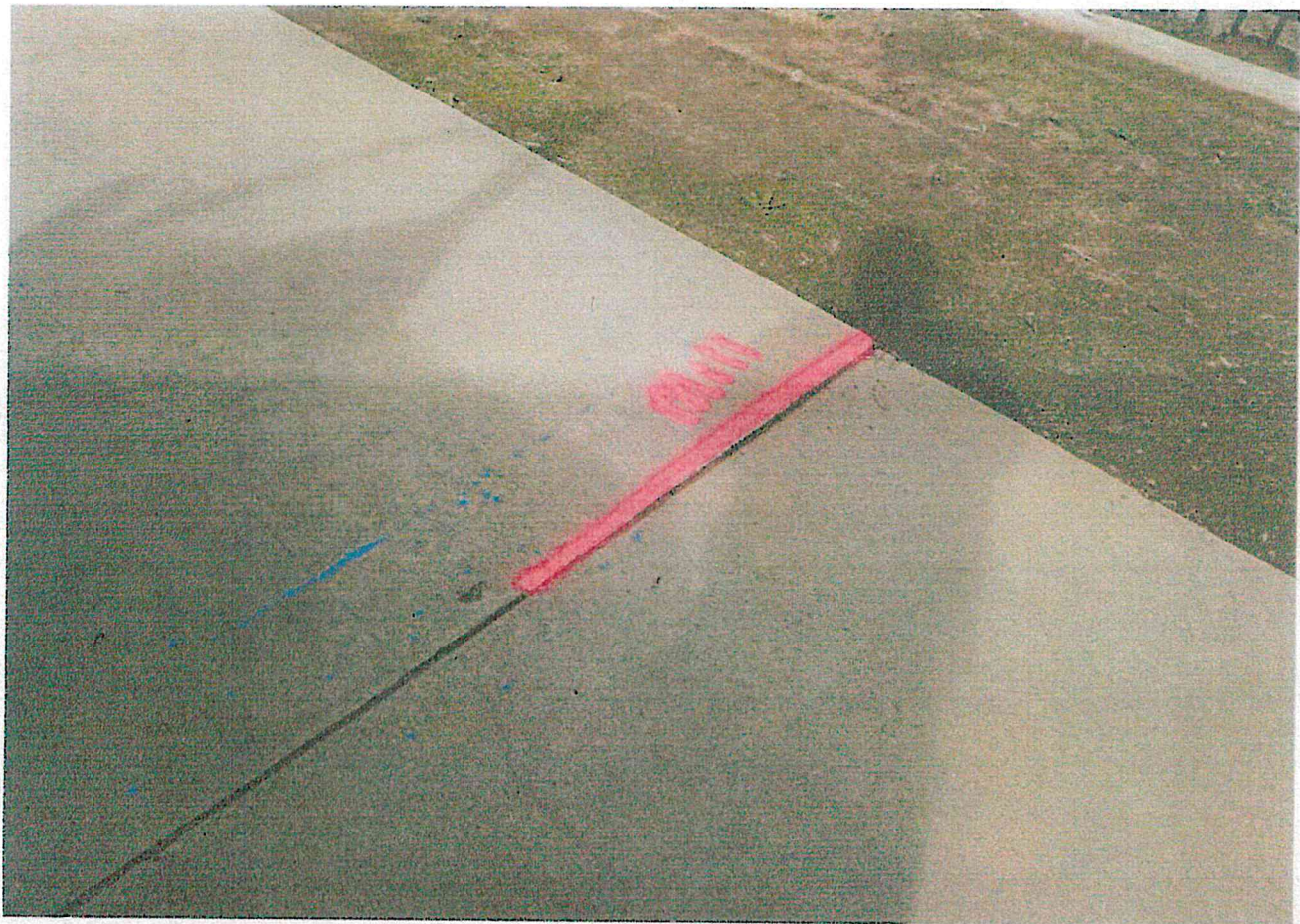
Trisha Whitfield, Public Works Director
Jason Glick, Community Service Director

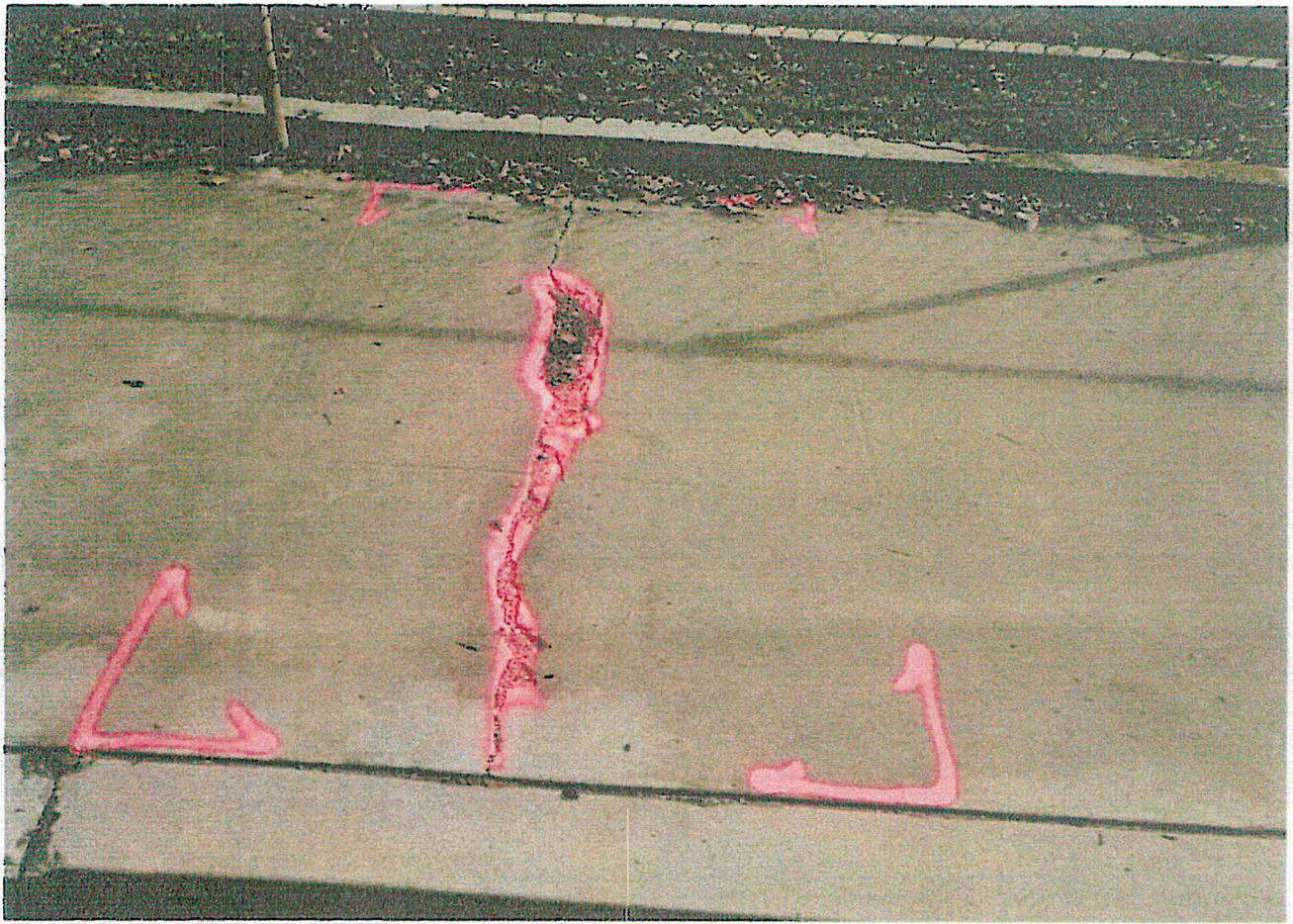
Attachments: Section 8.12.160 of Tulare City Code

3981 South K Street • Tulare, California 93274 • 559.684.4324 • Fax 559.685.2378 • www.ci.tulare.ca.us

AN EQUAL OPPORTUNITY EMPLOYER



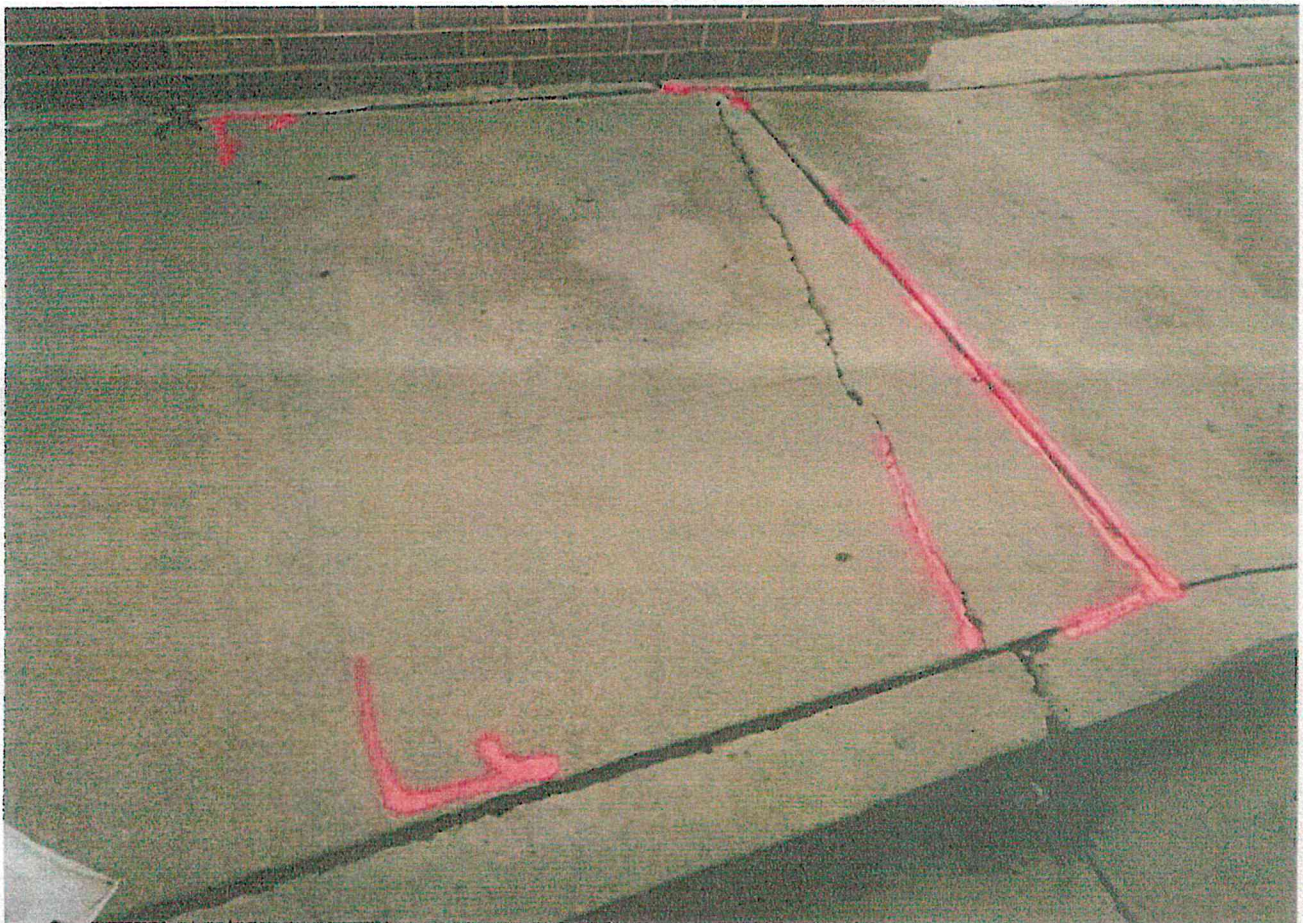
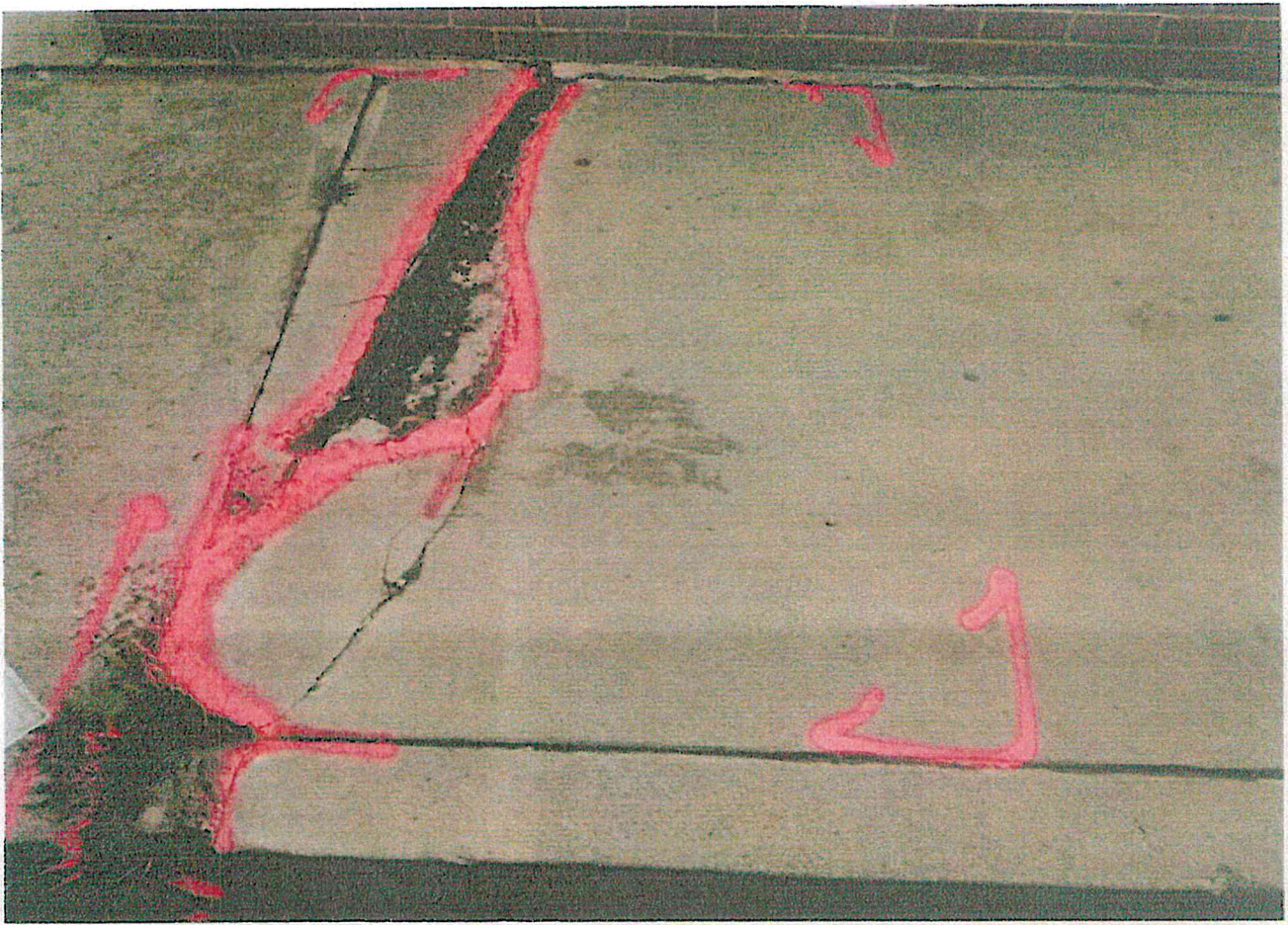


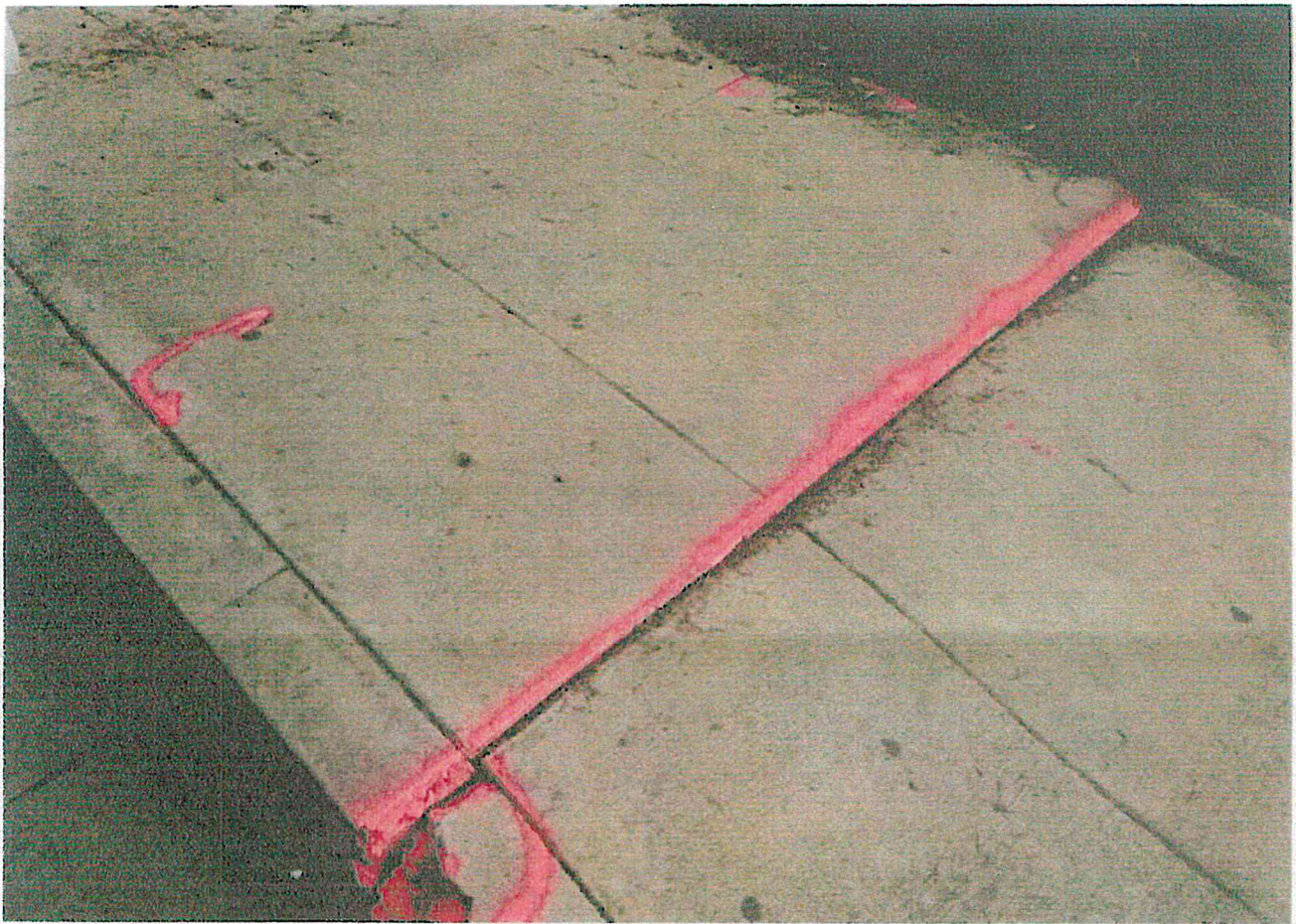












City of Tulare
Sidewalk, Curb & Gutter Rehabilitation Program Guidelines

Step 1

- A. Hazard identified by City or property owner. Property owner may receive a letter from the city requesting that the sidewalk, curb & gutter and/or drive approach be repaired.

Step 2

- A. If a street tree is identified as the cause of damage to concrete, property owner must request a street tree removal permit from the City of Tulare Parks Department.
B. If no street tree to be removed, proceed to Step 4.
C. Tree removal permit (no fee) obtained from: City of Tulare Parks Department
830 South Blackstone
(559) 684-4310

Step 3

- A. Once property owner has a permit to remove street tree(s), he/she can proceed with tree removal. All tree stumps and roots shall be removed at a depth specified by the City of Tulare Parks Department.

Step 4

- A. At property owner's request, the Public Works Inspector will mark the required limits of concrete removal. This is a necessary step to show the property owner the quantity of concrete that will have to be removed and replaced and will allow for a more accurate bid from contractors.
Contact the Engineering Division: City of Tulare Engineering
411 East Kern Avenue
(559) 684-4207
- B. Property owner will need to hire a licensed contractor to remove the damaged concrete which includes saw cutting, demolition and disposal of concrete. A licensed contractor will also be responsible to replace the concrete in compliance with city standards.
- C. Contractors working within the City right-of-way are required to have:
1. Valid State Contractor License
 2. Current City of Tulare Business License
 3. Current Insurance Policy information on file with the Engineering Division
- D. Contractor is required to complete an encroachment permit application from the Engineering Division at City Hall.

City of Tulare
Sidewalk, Curb & Gutter Rehabilitation Program Guidelines

Step 5

- A. The Engineering Division will notify the contractor when the encroachment permit is ready to be issued. The City of Tulare's Engineering Office has a list of all applicable fees on hand, and most permits can be issued within 24 hours of a submitted application.
- B. Upon issuing an encroachment permit, the Engineering Division will notify the property owner. The property owner's contractor is now ready to remove all damaged concrete, tree(s), stump(s), and roots necessary to grade, form, and install new concrete as directed by the Public Works Inspector.

Step 6

- A. Contractor notifies Street Division that repairs are complete: City of Tulare Streets
Division.
3981 South K Street
Tulare, Ca. 93274

§ 8.12.160 Replacement—Abutting landowner's duty.

(A) Anything in this chapter to the contrary notwithstanding, the maintenance and repair of sidewalk areas and the making, confirming and collecting of assessments for the cost and expenses of the maintenance and repair, may be done and the proceedings therefor may be had and taken in accordance with this section and the procedure therefor provided in Cal. Streets and Highways Code Chapter 22 of Division 7, Part 3. In the event of any conflict between the provisions of Cal. Streets and Highways Code Chapter 22 of Division 7, Part 3, and this § 8.12.160, the provisions of this section shall control.

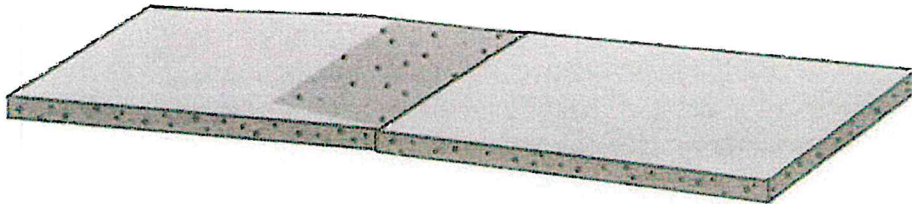
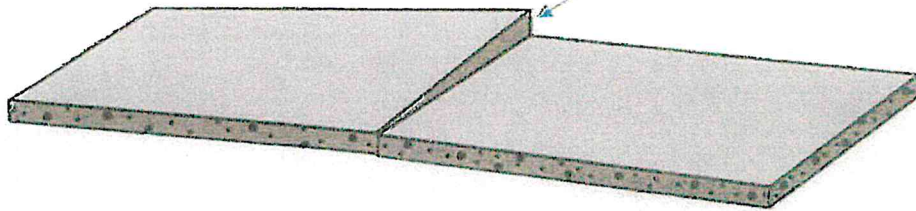
(B) The owners of lots or portions of lots adjacent to or fronting on any portion of a sidewalk area or driveway approach between the opaquing strips, sidewalks, curbs and gutters, and persons in possession of the lots by virtue of any permit or right shall repair and maintain the sidewalk areas and pay the costs and expenses therefor, including a charge for the City of Tulare's costs of inspection and administration whenever the city awards a contract for the maintenance and repair and including the costs of collection of assessments for the costs of maintenance and repair under this section or handling of any lien placed on the property due to failure of the property owner to promptly pay the assessments.

(C) For the purposes of this part, maintenance and repair of sidewalk area or driveway approach shall include, but not be limited to maintenance and repair of surfaces including grinding, removal and replacement of sidewalks, repair and maintenance of curb and gutters, removal and filling or replacement of parking strips, removal of weeds and/or debris, tree root pruning and installing root barriers, trimming of shrubs and/or ground cover and trimming shrubs within the area between the property line of the adjacent property and the street pavement line, including parking strips and curbs, so that the sidewalk area will remain in a condition that is not dangerous to property or to persons using the sidewalk in a reasonable manner and will be in a condition which will not interfere with the public convenience in the use of the sidewalk area.

(D) Notwithstanding the provisions of Cal. Streets and Highways § 5614, the Director of Public Works may in his or her discretion, and for sufficient causes, extend the period within which required maintenance and repair of sidewalk areas must commence by a period of not to exceed 74 days from the time the notice referred to in § 5614 is given. (1995 Code, § 8.12.160) (Ord. 03-1924, passed - -2003)

SIDEWALK MILLING EXAMPLE

In order to mill a trip hazard, it cannot measure more than a $\frac{1}{4}$ inch in height. Anything over that must be removed and replaced.



Tulare Public Cemetery District

900 Easte Kern Avenue

Tulare, CA 93274

Phone: 559-686-5544

Fax: 559-686-7484

RESOLUTION NO. 2023/24 –2

Date: December 14, 2023

IN THE MATTER OF REVOLVING FUND

WHEREAS, under the Health and Safety Code 9078, the district may, by resolution, establish a revolving fund that shall not exceed one hundred ten percent of one-twelfth of the district's adopted budget for the current fiscal year.

NOW THEREFORE, BE IT RESOLVED, that the revolving fund shall be administered as follows:

1. The District's existing account at the Bank of the Sierra is hereby designated as the revolving fund.
2. The fund may be used to pay any authorized expenditures of the District
3. The manager of the District shall have the authority to make disbursements from the fund, with approval of the officers of the board and shall be responsible for keeping account of all receipts and disbursements from the fund.
4. The fund is needed to enable the District to pay bills directly without having to go to Tulare County Treasurer's Office to obtain County warrants.
5. The maximum amount in the revolving fund shall not exceed one hundred ten percent of one-twelfth of the District's adopted budget for the current year. For 2023/24 the adopted budget is \$1,907,900, so the maximum amount in the revolving fund shall not exceed \$174,891.
6. The manager shall ensure that the District's blanket bond contains an endorsement to be conditioned, in addition to the other provisions of the bond, upon the faithful administration of revolving fund and upon the willingness and ability of the manager to account for and pay over the fund or funds upon demand of the Board of Trustees at any time.
7. The manager shall ensure that for any expenditure larger than \$1.00, an appropriate receipt is obtained, setting forth the date, purpose, and amount of the expenditure.

California Business Machines

Taking Care of Valley Businesses for Six Decades

Lease Option for:

February 13, 2024

2 Kyocera Systems

63-Month Term/FMV

\$360.17+TAX

MAINTENANCE AGREEMENT

TASKalfa 4054ci - Billed monthly in advance **\$150.96** - Includes 2,400 BW and 2,400 **COLOR** copies/prints per month. Overages billed monthly in arrears BW @ \$.0079 and **COLOR** @ \$.055 per month.

OR **COLOR** Tier Program @ \$.03 Simple Color, \$.06 Business Color and \$.09 Creative Color

TASKalfa MA4500ci (Desktop) - Billed monthly in advance for **\$77.80** - Includes 600 BW and 1,200 **COLOR** Overages billed monthly in arrears BW @ ~~\$.016~~ **\$0.13** and **COLOR** @ ~~\$.07~~ **\$0.06** per month.

Above Maintenance Agreement includes all Labor, Parts, Service Calls and ALL Toner. Excludes Paper & Staples.

INCLUDES: SET-UP, DELIVERY, INSTALL, TRAINING, CUSTOM SURGE

New Monthly Lease w/Service \$526.05 \$590.93

Current Monthly Lease \$179.99 + Service Base \$193.31 + overages \$809.27 = **\$1,182.57**

Approximate Monthly Savings **\$114.74 \$591.64**

Above pricing does not include Sales Tax

NOTE:

CBM will pay the existing lease and ship back to leasing company at no additional cost

California Business Machines

Taking Care of Valley Businesses for Six Decades

TULARE PUBLIC CEMETERY

FEBRUARY 13, 2024

LEASING COMPANY

Leaf

63-Month Lease Term

\$179.99

Equipment: TASKalfa 508ci, Ecosys 2640idw & P5026cdw

Install Date: March 11, 2021

End of Lease: May 28, 2026

Location: Front Office

TASKalfa 508ci EQ#550848

Service

\$110.45

Includes 1,772 BW cpm & 1,200 Color cpm per month

BW overages 894 x \$.012

\$ 10.73

Color overages 5,943 x \$.077

\$457.61

Location: Claire's Office

ECOSYS P5026cdw EQ#51061

Service

\$48.33

Includes 500 BW and 187 Color prints per month

BW overages 149 x \$.036

\$ 5.36

Color overages 857 x \$.166

\$142.26

Location: Offsite EQ50644

ECOSYS M2640idw

Service

\$34.53

Includes 1,389 copies per month

No overages

Business Machines

4260 N. Fresno Street Fresno, CA 93726-3115

P: 559-225-5570 F: 559-225-5827

Invoice Number: 342921

Invoice Date: 02/09/2024

Bill To: TULARE PUBLIC CEMETERY
900 E KERN AVE
TULARE, CA 93274

Customer: TULARE PUBLIC CEMETERY
900 E KERN AVE
TULARE, CA 93274

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
6865544	DUE BEG OF CONTRACT	02/09/2024	\$ 842.57	\$ 842.57
Invoice Remarks				
Contract Number	Contact	Contract Amount	P.O. Number	Start Date
13032-01	Accounts Payable 559-686-5544	\$ 809.27	account@tularecemel	03/11/2021
Contract Remarks				
FULL WITH TONER MAINTENANCE BILLED MONTHLY IN ADVANCE, M2640idw INCLUDES 1389 PRINTS PER MONTH, P5026cdw INCLUDES 500 B/W PRINTS AND 187 COLOR PRINTS PER MONTH, TA508ci INCLUDES 1772 B/W AND 1200 COLOR PRINTS PER MONTH. OVERAGES BILLED MONTHLY IN ARREARS. As long as electronic meter/toner monitoring program is installed and active, we will not charge shipping & handling on toner shipments. Sales tax will be applied to 50% of the MA billing representing the retail value of parts and supplies included.				

Summary:

Contract base rate charge for the 02/11/2024 to 03/10/2024 billing period	\$193.31 *
Contract overage charge for the 01/11/2024 to 02/10/2024 overage period	\$615.96 **
*Sum of equipment base charges **See overage details below	\$809.27

Detail:

Equipment included under this contract

Kyocera/M2640idw

Number		Serial Number		Base Charge		Location				
EQ50644		VCM0910398		\$34.53		TULARE PUBLIC CEMETERY 4462 NORTH J STREET TULARE, CA 93274				
Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage	
B/W	B/W	2,131	2,258		127	1,389	0	\$0.026000	\$0.00	
									\$0.00	

Kyocera/P5026cdw

Number	Serial Number	Base Charge	Location						
EQ51061	VDT0Y07682	\$48.33	TULARE PUBLIC CEMETERY 900 E KERN AVE TULARE, CA 93274						
Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B/W	B/W	26,845	27,494		649	500	149	\$0.036000	\$5.36
Color	COLOR	32,537	33,581		1,044	187	857	\$0.166000	\$142.26
									\$147.62

Kyocera/TA 508ci

Number	Serial Number	Base Charge	Location						
EQ50848	RLW0Y00379	\$110.45	TULARE PUBLIC CEMETERY 900 E KERN AVE TULARE, CA 93274						
Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B\W	B\W	81,294	83,960		2,666	1,772	894	\$0.012000	\$10.73
Color	COLOR	102,727	109,870		7,143	1,200	5,943	\$0.077000	\$457.61
									\$468.34

Updated on 3/15/2021

Page 1 of 2

Annual Review

Date: 1/23/2023

Contact: CLARA BERNARDO

Contact: LYDIA CERVANTES

TULARE PUBLIC CEMETERY

Organization Name:

Completed by Betty Hill:

Devices:	Install Date:	Lease Company	Lease Expt:	Lease Pymt	M/A Mo./Qtr.	M/A B/W Base	M/A Color Base	B/W Overage Rate	Color Overage Rate	BW Mo./Vol.	Color Total Mo.	Color Tier 1 Mo.	Color Tier 2 Mo.	Color Tier 3 Mo.	# Service Calls 12/Mo.
2640dw (EQ50644) North J st	3/11/2021	LEAF	5/28/2026	\$179.99	\$29.38/MO	1388/MO		\$ 0.022		50	0				0
508d (EQ50848) E. Kern St	3/11/2021	LEAF	5/28/2026	SHARED	\$94.00/MO	1772/MO	1200/MO		0.065	1,769	9,828				0
026cdw (EQ51061) E. Kern St	3/11/2021	LEAF	5/28/2026	SHARED	\$41.13/MO	500/MO	187/MO	\$ 0.030	0.141	897	957				0

Totals

2,716 4,785 0 0 0

Annual Review

Date: 1/19/2024

Contact: CLARA BERNARDO

Contact: LYDIA CERVANTES

TULARE PUBLIC CEMETERY

Organization Name:

Completed By Betty Hill:

Devices	Install Date	Lease Company	Lease Expt	Lease Pymt	M/A Mo./Qtr.	M/A B/w Base	M/A Color Base	B/W Overage Rate	Color Overage Rate	BW Mo./Vol.	Color Total Mo.	Color Tier 1 Mo.	Color Tier 2 Mo.	Color Tier 3 Mo.	# Service Calls 12/Mo.
12640idw (EQS0644) North J St	3/11/2021	LEAF	5/28/2026	\$179.99	\$34.53/mo	1389/MO		\$ 0.026		81	0				1
A 508ci (EQS0848) E. Kern St	3/11/2021	LEAF	5/28/2026	SHARED	\$110.45/mo	1772/MO	1200/MO	\$ 0.012	0.077	2,460	3,136				1
5026cdw (EQS1061) E. Kern St	3/11/2021	LEAF	5/28/2026	SHARED	\$48.33/mo	500/MO	187/MO	\$ 0.036	0.166	690	1,287				4
Totals										3,231	4,423	0	0	0	

LESSEE LEGAL NAME: Tulare Public Cemetery		Telephone No: 5596865544	
Billing Address: 900 E Kern Ave, Tulare, CA 93274-4453		Equipment Location (if other than Billing Address): 900 E Kern Avenue, Tulare, CA 93274	
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments—see below and/or attached Schedule A)			
Unit Quantity:	Description of Equipment Leased	Make and Type:	Model Number
	* PLEASE REFER TO SCHEDULE A		
BASE TERM IN MONTHS 63	TOTAL NUMBER OF LEASE PAYMENTS 63 @ \$360.17 (plus taxes)	END OF LEASE PURCHASE OPTION <input checked="" type="checkbox"/> Fair market value, plus taxes <input type="checkbox"/> 10% of Equipment cost, plus taxes <input type="checkbox"/> \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	
		(a) Advance Payment: \$0.00 (b) Security Deposit: \$0.00 (c) Documentation Fee: \$95.00 Total due at signing: \$95.00	
**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.			

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. **LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.

2. **DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.

3. **INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. **LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. **LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.

6. **NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

7. **INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover

our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. **OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. **DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. **ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. **ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. **CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

13. **CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**

14. **MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: Tulare Public Cemetery	Print Name:	Title:
X _____	E-Mail Address:	Date:
Lessee Authorized Signature	Tax ID Number: 94-6001459	
PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.		
SIGNED X _____	Print Name:	E-Mail Address:
Accepted by:	Title:	Date:
LEAF Capital Funding, LLC By:		

**SCHEDULE A TO LEASE AGREEMENT
(EQUIPMENT DESCRIPTION)**

Lease Application No.: 888375

QNT	Equipment Description	New/Used	Make	Model	Serial Number
-----	-----------------------	----------	------	-------	---------------

Location: 900 E Kern Avenue, Tulare, CA 93274

1	Kyocera TASKalfa 4054ci Copier System	New		TA3554ci; 6635ci/dn	
1	Taskalfa MA4500ci Copier System	New			

LESSEE: Tulare Public Cemetery

LEAF CAPITAL FUNDING, LLC

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

MAINTENANCE AGREEMENT

CUSTOMER BILL TO Tulare Public Cemetary 900 E Kern Ave Tulare CA 93274		EQUIPMENT LOCATION 900 E Kern Ave CATulare 93274	
PHONE# (559) 686-5544	FAX# 559	PHONE# (559) 686-5544	FAX# (559) 686-7484
CONTRACT#	CUSTOMER# 6865544	CONTACTS/KEY OPERATOR Clara Bernardo	
STARTING DATE	Connected: <input type="checkbox"/> Yes <input type="checkbox"/> No	STARTING METERS:	B/W COLOR SCAN
Model MA4500ci	Serial Number	BILLING TERMS: TASKalfa 4054ci - Billed monthly in advance \$150.96 - Includes 2,400 BW and 2,400 COLOR copies/prints per month. Overages billed monthly in arrears BW @ \$.0079 and COLOR @ \$.055 per month. TASKalfa MA4500ci (Desktop) - Billed monthly in advance for \$79.00 - Includes 600 BW and 1,200 COLOR Overages billed monthly in arrears BW @ \$.013 and COLOR @ \$.06 per month. Above Maintenance Agreement includes all Labor, Parts, Service Calls and ALL Toner. Excludes Paper & Staples. 90 DAY REVIEW	

Customer agrees to pay additional \$.0025 per scan when scans exceed actual print usage

Sales Tax will be applied to fifty (50%) percent of the MA billing representing the retail value of parts and supplies included. A surcharge will be applied to MA billing to cover cost to ship toner.

TERMS AND CONDITIONS

1. This Agreement shall be for an initial twelve (12) month period unless otherwise noted and automatically renew at the rates in effect at the time of renewal, unless cancelled in writing by either party on thirty days' notice. Invoices are due upon receipt.
2. The listed equipment will receive all necessary preventative maintenance consisting of cleaning, adjusting, lubrication and repairs necessary to obtain maximum operating efficiency. Regular calls will be made as often as recommended by the manufacturer.
3. This Agreement includes all calls requested by the customer, from 8:00 A.M. to 5:00 P.M., Monday through Friday, except holidays. Off hours service is chargeable at prevailing rates. CBM reserves the right to delay service due to circumstances beyond their control including bad weather and/or road conditions.
4. This Agreement does not cover service necessitated by malfunction of parts, attachments, or supplies not authorized by CBM. The Agreement specifically excludes circuit board failures unless an approved surge protector is installed in-line on the equipment. The purchaser of this agreement agrees to supply a grounded, dedicated electrical power outlet and working phone lines where applicable as required by the manufacturer's specifications. Service problems due to hardware or software not listed on this agreement are not covered.
5. This Agreement includes all parts and supplies necessary to maintain the equipment, excluding paper and staples.
6. Toner is provided according to estimated yield and copy volume within 20% of industry standard 5% density coverage. Toner may be chargeable if in excess of this range. Toner will be shipped UPS or available for pickup. Shipping of toner is not included in this agreement.
7. This Agreement shall not apply to repairs required because of accident, misuse, abuse, neglect, theft, vandalism, electrical power source, fire, water, earthquake, or other casualty or damage resulting from re-manufactured or unauthorized supplies and/or moving by personnel other than CBM.
8. This Agreement is nontransferable, non-refundable, and becomes void upon the sale of the equipment. If the equipment is moved from the location set forth above, then at CBM's option this Agreement may be subject to additional charge or may be terminated. CBM is not obligated to move equipment. The purchaser also agrees to locate the machine in an easy-access area.
9. This Agreement excludes computer networking service. A separate agreement is required to include service connectivity to the computer or service is chargeable at a rate of \$150.00 per hour during normal business hours. See "Connected Equipment Addendum" on reverse side.
10. CBM may withhold service or terminate this Agreement in the event in the event that the customer fails to comply with any of the terms and conditions of this Agreement, or acquires a past due balance for services rendered and/or products sold, of more than 30 days. Reinstatement of Agreement may be subject to administrative fees. A 30 day written notice is required by either party to cancel.

Customer Signature: _____

Date: _____

CBM MGT. Approval: _____

Date: _____

4260 N. Fresno Street
Fresno, CA 93726

(559) 225-5570 • Service 225-5773

BUSINESS WARRANTIES
Noting, County of Kings, State of California

1230-C.E. Millerton Rd.
Visalia, CA 93292
(559) 625-1521

11. In the event of any action to enforce terms of this agreement or any collateral agreement hereof, the prevailing party in such is entitled to all costs hereof including reasonable attorney's fees. In such event, Customer agrees to appear in Fresno Co., CA Judicial District.
12. This supersedes and rescinds all previous terms and conditions.

ACCEPTANCE OF MAINTENANCE AGREEMENT

The above specifications, conditions and terms are satisfactory, and are hereby accepted. You are authorized to perform the maintenance as specified. Payment will be made as agreed. This Agreement is not valid unless payment is received and is subject to CBM final approval.

Customer Signature: _____

Date: _____

CBM MGT. Approval: _____

Date: _____

CONNECTED EQUIPMENT ADDENDUM TO SALES ORDER

CUSTOMER Tulare Public Cemetery		CUSTOMER# 6865544	STARTING DATE	METER
ADDRESS 900 E Kern Ave		PHONE# (559) 686-5544		
CITY, STATE, ZIP Tulare, CA 93274		Make	Model	Serial Number
		TASKalfa 4054ci TA MA 4500ci		
INSTALL PRINT SYSTEM?	INSTALL SCAN SYSTEM?		INSTALL FAX SYSTEM?	
OPERATING SYSTEM?	NUMBER OF WORKSTATIONS?		SPECIAL APPLICATIONS?	

Notes: _____

WARRANTY

California Business Machines (CBM) will connect, configure and test the copier/printer/scan/fax/email device to the network as consists at time of installation. This connection will be covered under the Connected Warranty for 90 days from the date of software install. Any service needed after the Connected Warranty has expired, will be chargeable at prevailing rates. Network problems versus Hardware problems are determined by the ability of Print/Scan/Email/Fax applications to function properly from a single workstation or laptop.

TERMS AND CONDITIONS

- For maintaining Connected Equipment, CBM will agree to provide the following:
 - All parts and labor for repairs and maintenance necessitated by normal usage of the controller, memory, printing systems, hard drives, network harnesses or cards that are directly attached to and purchased as part of the basic system.
 - Support of Drivers and software obtained from CBM or downloaded from the equipment manufacturer.
- This agreement does not cover:
 - Cabling, external wiring, switches, routers etc.
 - External Print Controllers
 - Service or software reinstallation required after adding equipment or workstations, software updates or new operating systems
- CBM will provide technical assistance at standard rate of \$150 per hour for any labor required for repair, reinstallation or service on any items other than those stated. Discounts can be offered for blocks of time. Phone support is offered at prorated rates.
- Customer agrees to pay additional \$.0025 per scan when scans exceed actual print usage.
- Customer specifically agrees that NO OTHER representation, constitutions or warranties other than these set forth specifically in writing herein have been made or have been intended in the making of this agreement.

INSTALLATION PARTICULARS

Network topology for all installations shall be CATS utilizing either TCP/IP, NetBEUI, Ether talk or IPX/SPX protocols. Some features and functions are dependent upon certain network conditions. Some Kyocera products require two active network connections if scanning is to be utilized. A live phone line will be needed to utilize network faxing and must be within 10 feet of the machine location. Installations must be within 14 feet of live data ports unless wireless. The installation must be completed within 60 days from the time of delivery. Additional hardware needed to complete installation at time of scheduled appointment will be billed at normal rates.

Network installations included with sale generally include the following not to exceed two (2) hours without incurring additional charges:

- Installation of purchased systems and associated software on one server.
- Installation of purchased systems and associated software on up to three workstations.
- Training for your Network Administrator related to the installation of drivers and utilities and their usage.
- Training for up to three users related to purchased system and associated software.

The undersigned agrees to the stipulations of the installation warranty.

Customer Signature: _____

Date: _____

CBM MGT. Approval: _____

Date: _____

Reed Shaffer

761 South Whitney Street
Tulare California 93274

Phone 559-804-4648

License Number 980773

INVOICE

Date	Invoice #
2/2/2024	001-24

Bill To
Tulare Public Cemetery 900 East Kern Tulare, Ca 93274
Att: Clara

Project
Sump Pit North Cemetery

Terms	Due Date
Due at Receipt	2/2/2024

Description	Amount	
Includes: Layout Of Sump Pit Concrete Pad Install Forms & Base Rebars Pour Concrete And Finish Base Welding Of Angle Iron Frames Start Fab Of Traffic Grates Fab Rebar Mat And Verticals For Base Fab Rebar 'Js' For Traffic Grate Frames Install 1-1/4" Discharge Pipe Build And Install Interior Box Forms Fab And Install Wall Rebar Build & Set Exterior Forms Pour Concrete Walls	Instlation Of Sump Set Up Base And Pour Base Pad Set Up Bottom Walls And Pour	\$4,074.16
NOTE: This Concludes The New Scope Of Work For Reed Shaffer Remaining Work By Others		
Thank you for your business.	Balance Due	\$4,074.16
	Tax & Labor	INC
	Total	\$4,074.16
	Balance Due	\$4,074.16

Reed Shaffer

761 South Whitney Street Tulare CA 93274

Phone 559-804-4648

E-Mail:ShafferConst@sbcglobal.net

License Number 980773

Date:	2-20-2024		
To:	Tulare Public Cemetery		
Address:	900 East Kern		
City:	Tulare California		
Phone:	686-5544	Fax:	686-7484
Cell:	Att: Clara		
Email:			

DESCRIPTION:

Sump Catch Basin At New Site
COMPLETING THE PROJECT

Additional Contract Notes

Includes:

Exclusions:

Engineering
Permits & Inspections
Painting
Finish Grading Of Lot & Discharge Area

Owner

Reed Shaffer

Sump Catch Basin At New Site
Proposal To Complete Sump Pit

Materials:

Base Price Includes:	\$6,780.00
Strip Wall Forms	
3/8" Rebar Mat & J's	
2x6 Forms & Set	
Muck Out Mud & Regrade	
Tie Wire, Screws, Nails	
Top Concrete Slab	
Strip All Forms	
Grate Cover Lift Eyes	
60' Wire & Dielectric As Needed	
110 Volt Conduit & Disconnect	
Set & Connect Sump Pump	
Pour Discharge Pit	
Extend Discharge Pipe	
Place Grate & Pump Cover Plate	
Metal Debris Basket	

Labor

Base Labor Includes:	INC

Materials	\$6,780.00
Delivery	INC
Engineering	By Others
Sub-Total	\$6,780.00
Sales Tax (8.25%)	INC
Labor (Includes Prevailing	INC
Total Charges	\$6,780.00
Deposit	
Balance Due	\$6,780.00

Completed On

Signature of Authorization

Prices may change due to engineering. Payment for buildings/canopy is due on completion.