



Tulare Public Cemetery District

900 East Kern Ave Tulare, Ca. 93274
Phone: (559)686-5544 Fax: (559)686-7484
www.tularecemetery.net
Email office@tularecemetery.net
This is an Endowment Care Interment Property

Chairman
James Pennington
Vice Chairman
Carlos Ramos
Secretary
Stephen Presant
Trustees
Xavier Avila
Alberto Aguilar

AGENDA **Special Board Meeting** **Thursday, June 9, 2022,** **10:00AM**

PRELIMINARIES:

- 1.1 Call to Order
- 1.2 Roll Call
- 1.3 Public Comments (three (3) minutes per person)
- 1.4 Trustee Comments (three (3) minutes per person)

NOTICE TO THE PUBLIC PUBLIC COMMENT PERIOD

AT THIS TIME, MEMBERS OF THE PUBLIC MAY COMMENT ON ANY ITEM THAT IS NOT ON THE AGENDA THAT IS WITHIN THE JURISDICTION OF THE BOARD. Under state law, matters presented under this item cannot be discussed or acted upon by the board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for board consideration. Any person addressing the board will be limited to a maximum of three (3) minutes so that all interested parties have an opportunity to speak

OPEN SESSION – AGENDA ITEMS: (All items are subject to discussion and possible action by the Board of Trustees.)

- 2.1 Workers Compensation State of California certificate of consent and cancellation of current workers compensation policy
- 2.2 ZeroNox promissory note and invoice payment for delivery
- 2.3 Clarification of Oleander Lane-sequence order
- 2.4 Clarification of effective dates for new pricing from 5/23/2022 Regular Board Meeting
- 2.5 Cemetery records and mapping software Continue from meeting 5/23/2022 (2.14)
- 2.7 Training at Holy Cross in San Francisco July 12, 2022 Continue from meeting 5/23/2022 (2.15)

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 THROUGH FRIDAY 8:00 AM – 5:00 PM AT THE ADMINISTRATION OFFICE OF THE DISTRICT 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.

Clara Bernardo

From: Liz Smith <lsmith@gsrma.org>
Sent: Thursday, June 2, 2022 2:29 PM
To: Clara Bernardo
Cc: Jennifer Peters; Mark Marshall; Steve Wood
Subject: Tulare CD - Questions re SIP application and upcoming board meeting

Good afternoon, Clara.

Thanks for the call and discussion yesterday. Regarding the SIP application that we must provide to the State of California: "self-insured" means that the district is not buying insurance from an insurance company. Instead, the cemetery district belongs to a risk pool (GSRMA) that is self-insured. The State requires all districts that are self-insured, including those that belong to a self-insured risk pool, to apply for a SIP Certificate. This certificate will show the district as an affiliate under GSRMA's master certificate. The JPA section of the application states that the cemetery district is a member of GSRMA. The effective date refers to Tulare CD's membership with GSRMA, which began on 11/2/21, although the workers' compensation coverage does not begin until 7/1/22. As a reminder, GSRMA provides first dollar coverage for workers' compensation and liability.

Regarding the June 9th board meeting and the possibility of having a GSRMA staff member in attendance – I have cc'd Jennifer, Steve and Mark here to see if we can have a staff member available. If an in-person appearance is not an option, perhaps we can be available via telephone for any questions your board may have regarding the SIP application.

Please let me know if you or your board have additional questions or concerns.

Thank you,

Elizabeth "Liz" Smith, ARM

Underwriting Analyst

Email: lsmith@gsrma.org
Direct: 530.361-9607
Main: 530.934.5633
Fax: 530.934.8133



P. O. Box 706
Willows, CA 95988

"The premier risk-sharing pool that truly cares about its members."

This email and all attachments to it are for the sole use of the intended recipient(s) and may contain proprietary information of Golden State Risk Management Authority. This email may also contain information which is confidential or which is

State of California
Department of Industrial Relations
Office of Self-Insurance Plans
11050 Olson Drive, Suite 230
Rancho Cordova, Ca. 95670
Phone (916) 464-7000
Fax (916) 464-7007



State of California
Department of Industrial Relations
OFFICE OF SELF-INSURANCE PLANS

**APPLICATION FOR CERTIFICATE OF CONSENT
TO SELF-INSURE AS A PUBLIC AGENCY EMPLOYER SELF-INSURER**
All questions must be answered. If not applicable, enter "N/A".

To the Director of the Department of Industrial Relations: The public agency employer identified below submits the following information to obtain a Certificate of Consent to Self-Insure the payment of workers' compensation under California Labor Code Section 3700.

LEGAL NAME OF APPLICANT (Show exactly as on Charter or other official documents):

Tulare Public Cemetery District

Address: 900 East Kern Avenue

City: Tulare State: CA Zip + 4: 93274 - 0053

Federal Tax ID # of Group: 94-6001459

CONTACT - Who Should Correspondence Regarding This Applicant Be Addressed To:

Name: Scott Schimke Title: Executive Director

Company Name: Golden State Risk Management Authority

Address: PO Box 706

City: Willows State: CA Zip + 4: 95988 - 0053

Phone: (530) 934-5633 E-Mail: memberservices@gsrma.org

TYPE OF PUBLIC ENTITY (Check one):

- City and/or County
- School District
- Police and/or Fire District
- Hospital District
- Joint Powers Authority
- Other (describe): Cemetery District

TYPE OF APPLICATION (Check one):

- New Application
- Reapplication (Merger/Unification)
- Reapplication (Name Change)
- Other (describe):

Date Self-Insurance Program will begin: 07/01/2022

CURRENT WORKERS' COMPENSATION PROGRAM

- Currently Insured with State Fund Policy # _____ Expiration Date: _____
- Currently Self Insured, Certificate # _____
- Other (describe): Midwest National Casualty Company Policy WCNCC31362301

CLAIMS ADMINISTRATION

Who will be administering your agency's workers' compensation claims? (Check one)

- JPA will administer
- Third Party Administrator, TPA Certificate # _____
- Public entity will self-administer Insurance Carrier will administer

Name of Third Party Administrator:

Name: _____ Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip + 4: _____ - _____

Phone: _____ E-Mail: _____

of claims reporting locations to be used to handle Agency's claims: 1

Does applicant currently have a California Certificate of Consent to Self-Insure? Yes No

If yes, what is the current Certificate Number: _____

Total Number of Affiliate's California employees to be covered by Group: _____

AGENCY EMPLOYER

Current # of Agency Employees: 12 # of Public Safety Employees (police/fire): 0

If school District, # of certificated employees: _____

Will all Agency employees be covered by this self-insurance plan? Yes No

If 'No', explain who is not covered and how workers' compensation coverage will be provided to the excluded employees:

JOINT POWERS AUTHORITY

Will applicant be a member of a JPA for workers' compensation ?

Yes No (If 'yes', complete the following)

Effective date of JPA Membership: 11/01/2021 JPA Certificate # 5804

Name of JPA: Golden State Risk Management Authority

AGENCY SAFETY PROGRAM

Does the Agency have a written Injury and Illness Prevention Program (IIPP)? Yes No

Individual responsible for Agency workplace safety and IIPP program:

Name: _____ Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip + 4: _____ - _____

Phone: _____ E-Mail: _____

SUPPLEMENTAL COVERAGE

1.) Will your program be supplemented by any insurance or pooled coverage under a STANDARD workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

2.) Will your program be supplemented by any insurance or pooled coverage under a SPECIFIC EXCESS workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: Public Risk Innovation, Solutions, and Management (PRISM)

Policy #: PRISM-PE 22 EWC-02 Effective Date of Coverage: 07/01/2022

Retention Limits: \$300,000

3.) Will your program be supplemented by any insurance or pooled coverage under an AGGREGATE EXCESS (stop loss) specific excess workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

Retention Limits: _____

RESOLUTION FROM GOVERNING BOARD

Attach a properly executed Governing Board Resolution. See attached sample resolution on page 5.

CERTIFICATION

The undersigned on behalf of the applicant hereby applies for a Certificate of Consent to Self-Insure the payment of workers' compensation liabilities pursuant to Labor Code Section 3700. The above information is submitted for the purpose of procuring said Certificate from the Director of Industrial Relations, State of California. If the Certificate is issued, the applicant agrees to comply with applicable California statutes and regulations pertaining to the payment of compensation that may become due to the applicant's employees covered by the Certificate.

X _____ DATE: _____
SIGNED: Authorized Official / Representative
James Pennington
Printed Name
Chairman
Title
Tulare Public Cemetery District
Agency Name

RESOLUTION NO.: _____ DATED: _____

**A RESOLUTION AUTHORIZING APPLICATION
TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA
FOR A CERTIFICATE OF CONSENT TO SELF-INSURE
WORKERS' COMPENSATION LIABILITIES**

At a meeting of the Board of Trustees
(Enter Name of the Board)

of the Tulare Public Cemetery District
(Enter Name of Public Agency, District, Etc.)

a Cemetery District
(Enter Type of Agency, i.e., County, City, School District, etc.) organized and existing under the

laws of the State of California, held on the _____ day of _____, 20____,

the following resolution was adopted:

RESOLVED, that the above named public agency is authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities and representatives of Agency are authorized to execute any and all documents required for such application.

IN WITNESS WHEREOF: I HAVE SIGNED AND AFFIXED THE AGENCY SEAL.

X _____ DATE: _____
SIGNED: Board Secretary or Chair

James Pennington

Printed Name

Chairman

Title

Tulare Public Cemetery District

Agency Name

Affix Seal Here



INVOICE

Account No.: TULACEM
 Policy Period: 07/01/2022 to 07/01/2023
 Annual Pay Plan

Prepared For: Tulare Cemetery District
 Attn: Accounts Payable
 900 East Kern Ave
 Tulare, CA 93274

| Customer Service | |
|--|--|
| For information on your Account visit | www.gsrma.org |
| Mail Payments and all other inquiries to | GSRMA PO Box 706 Willows, CA 95988 |
| Phone | 530-934-5633 |
| FAX | 530-934-8133 |

| Billing Cycle and Payment Information | | | | |
|---------------------------------------|-------------------------------|------------------|----------------|-------------------------|
| Statement Date | Payment Terms | Delinquent After | To Pay in Full | Amount Due This Invoice |
| 07/01/2022 | Due and Payable Upon Receipt. | 07/16/2022 | \$71,695.00 | \$71,695.00 |

| Billing Information | | | |
|---------------------|--------------------------------|--|-----------|
| 07/01/2022 | GL Dividend | | -162.00 |
| 07/01/2022 | Work. Comp. Contribution | | 30,696.00 |
| 07/01/2022 | General Liability Contribution | | 36,158.00 |
| 07/01/2022 | Property Contribution | | 3,357.00 |
| 07/01/2022 | Auto Contribution | | 5.00 |
| 07/01/2022 | Mobile Equipment Contribution | | 1,446.00 |
| 07/01/2022 | Crime/Bond Contribution | | 195.00 |
| | Balance | | 71,695.00 |

GSRMA accepts ACH payments - contact financedept@gsrma.org for details

 Please cut on dashed line to detach and return with payment.

Important Information
 Please make all checks payable to: Golden State Risk Management Authority
 To ensure proper credit, be sure to write your account number on your check.

Prepared For: Tulare Cemetery District

Mail this payment coupon along with a check or money order payable to:

Golden State Risk Management Authority
 PO Box 706
 Willows, CA 95988



| Payment Information | |
|---------------------|--------------|
| Account Number: | TULACEM |
| Invoice Number: | GS2207100463 |
| Payment Due Date: | 07/01/2022 |
| Minimum Due: | \$71,695.00 |
| To Pay in Full: | \$71,695.00 |
| Amount Paid: | \$ _____ |

Special Instructions

Policy Period: 2021-22

Account No: TULACEM

Customer Service

For Information on Your Account Visit:

www.mygsrma.org

GSRMA
PO Box 706
Willows, CA 95988

Phone: 530-934-5633

Fax: 530-934-8133

Membership is dependant on the following requirements, which must be met prior to the beginning of the next renewal period:

Retain general counsel from a reputable firm with experience in public agencies (specifically public cemetery districts, if possible). Such counsel should attend all board meetings and review board agenda and minutes prior to their finalization and publication.

Refer to an attorney specializing in California employment practices prior to taking action regarding any employee.

Enroll in GSRMA's Labor Law/Employment Practices Service through the Eyres Law Group.

Have the district employee handbook and all employment-related policies and procedures reviewed by an employment practices attorney. This service is available through our Labor Law/Employment Practices Service.

Ensure all Board Members are compliant with required training including Ethics and Harassment. Board and management must complete Brown Act training bi-annually.

Ensure all employees are compliant with required State trainings including Harassment.

Additional Suggestions:

We suggest employees be required to complete Ethics - AB 1234.

Apply for GSRMA's Risk Management Accreditation Program (RMAP).

Actively pursue and participate in GSRMA's programs, services, and training.

Consider membership and participation in State cemetery associations.

We are waiving our usual 3-year rate freeze for new members. This will allow the district to participate in our experience modifier program after their first coverage period. Positive or negative loss experience will correspondingly affect future premium.

Also note that coverage may be terminated at any time by GSRMA Board action.



TULARE PUBLIC CEMETERY

900 E. Kern Avenue – Tulare, CA 93274
Phone: 559-686-5544 Fax: 559-686-7484

June 9, 2022

MidWest Workers Comp Insurance
National Casualty Company
P.O. Box 13107
Springfield, IL 62791

Re : Cancellation Of Workers Compensation Policy #WCNCC31362300

Dear Sir or Madam,

Please allow this letter to constitute my formal demand for cancellation of the above captioned Workers Compensation Policy. This cancellation will be effective as of July 1, 2022.

I am requesting a verification in writing confirming this cancellation.

Please do not hesitate to contact me with any questions. I look forward to your prompt attention to this matter.

Regards,

James Pennington
Chairman – Board of Trustees

Clara L. Bernardo
District Manager

Cc: Walter Mortensen / Insurica



TULARE PUBLIC CEMETERY

900 E. Kern Avenue – Tulare, CA 93274
Phone: 559-686-5544 Fax: 559-686-7484

June 9, 2022

Walter Mortensen/Insurica
126 North Main Street
Porterville, CA 93257

MidWest Workers Comp Insurance
National Casualty Company
P.O. Box 13107
Springfield, IL 62791

Re : Cancellation Of Workers Compensation Policy #WCNCC31362300

Dear Sir or Madam,

Please allow this letter to constitute my formal demand for cancellation of the above captioned Workers Compensation Policy. This cancellation will be effective as of July 1, 2022.

I am requesting a verification in writing confirming this cancellation.

Please do not hesitate to contact me with any questions. I look forward to your prompt attention to this matter.

Regards,

James Pennington
Chairman – Board of Trustees

Clara L. Bernardo
District Manager

Cc: MidWest Workers Comp Insurance

Clara Bernardo

From: Shannon Mazanowski <shannonm@zeronox.com>
Sent: Tuesday, June 7, 2022 2:29 PM
To: Clara Bernardo
Subject: - Re: Extension Letter for grant
Attachments: Claim for Payment Packet - Nov 2021 - Fillable (1).pdf; Promissory Note - Tulare Public Cemetery District 6-7-2022.pdf

I spoke with the delivery team, and they said we are looking at Thursday next week if that will work for you. We are just waiting on the EC4s to be ready to go. If any unforeseen complications arise, we will need to reschedule the EC4s but can deliver the Tuataras on Thursday no matter what.

I am also going to attach the reimbursement packet for you so you have it ready to go. We can always help answer any questions you have on that when you are filling out and submitting.

I am also attaching a void copy of what your promissory note will be. We do not yet know date of delivery, so I will attach a promissory note with the \$ amount but not dates. This will be a non-valid copy since no dates will be included. The valid one will come with the delivery, as signing authority will need to also sign for vehicles upon delivery. Is that ok?

Let me know if you have any questions. Thank you in advance!

Shannon Mazanowski
Cell: (559) 361-6726
www.zeronox.com



Clara Bernardo

From: Shannon Mazanowski <shannonm@zeronox.com>
Sent: Monday, June 6, 2022 2:18 PM
To: Clara Bernardo
Subject: Re: Extension Letter for grant
Attachments: ZeroNox Invoice (Tuatara) E1000 Tulare Public Cemetery District - 1-7-2022.pdf;
ZeroNox Invoice (EC4) - Tulare Public Cemetery District 1-7-2022.pdf

I am so sorry. I forgot the attach your invoices for the vehicles. Here they are.

Shannon Mazanowski
Cell: (559) 361-6726
www.zeronox.com



From: Shannon Mazanowski <shannonm@zeronox.com>
Sent: Monday, June 6, 2022 2:16 PM
To: Clara Bernardo <clara@tularecemetery.net>
Subject: Re: Extension Letter for grant

Hello! I just wanted to check in to prepare to set up your delivery. Also, we wanted to remind you that the promissory note is for the 20k per vehicle from the grant money that you will be reimbursed through the grant program after receiving your vehicles. The remaining amount for each vehicle will be due upon delivery. It must be paid up front and cannot be included in promissory note. Please let me know if you have any questions and please confirm delivery information and I can help you set that up as well.

Thank you in advance!

Shannon Mazanowski
Cell: (559) 361-6726
www.zeronox.com

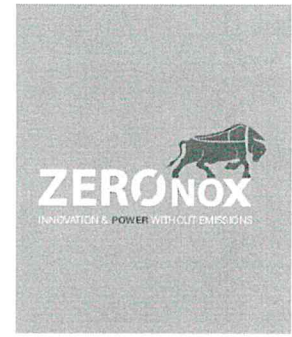


From: Shannon Mazanowski <shannonm@zeronox.com>
Sent: Friday, June 3, 2022 6:22 AM
To: Clara Bernardo <clara@tularecemetery.net>
Subject: Re: Extension Letter for grant

Invoice Details

Invoice #: JE-1220
 Date: January 7, 2022
 Consultant: CR/JC

INVOICE



Prepared for

Tulare Public Cemetery District
 900 E Kern Avenue
 Tulare, CA 93274
 559-686-5544

Clara Bernardo
 559-686-5544
 clara@tularecemetery.com

ZeroNox Contact



ZeroNox Headquarters
 1343 S. Main Street
 Porterville, CA 93257



559-560-8013 (office)



sales@zeronox.com

| ITEM DESCRIPTION: | QUANTITY: | UNIT PRICE: | TOTAL: |
|--|----------------|--------------------|--------------------|
| 2022 Tuatara E1000 Electric UTV – Passenger Capacity: 3 Person w/ utility bed Vehicle: Steel construction, plexiglass windshield, racks, radio, horn, and seatbelts Lights: Front headlights, taillights, and brake lights Suspension: Front independent wishbone with preload adjustable Rear double wishbone with preload adjustable Tires: 4 standard rubber tires Vehicle Weight: 2,380 lbs. Load Capacity: 2,170 lbs. GVWR: 4,550 lbs. MOTOR: 10kW | 2 Units | \$19,995.00 | \$39,990.00 |



| | | | |
|--|----------------|-----------------|-----------------|
| ZeroNox Battery System – Battery Module: ZeroNox LFP Battery 72V / 105Ah Battery Management System: ZeroNox BMS Total Power: 8 kWh Run Time: Estimated 40 miles fully charged | 2 Units | Included | Included |
|--|----------------|-----------------|-----------------|

| | | | |
|---|----------------|-----------------|-------------------|
| ZeroNox Battery Charger – Onboard Charger and Charging Cable: 110V input, 72V output (Estimated 8 hr. charge time) | 2 Units | \$500.00 | \$1,000.00 |
|---|----------------|-----------------|-------------------|

| | | | |
|--|----------------------------|-----------------|-----------------|
| Standard Warranties: ZeroNox Battery System: Vehicle Drive Train: Vehicle Parts: | 2 Units | Included | Included |
| | 36 months or 50,000 miles* | | |
| | 24 months or 30,000 miles | | |
| | 90 days or 5,000 miles | | |

| | | | |
|----------------------------|----------------|-----------------|-----------------|
| Delivery and Setup: | 2 Units | \$150.00 | \$300.00 |
|----------------------------|----------------|-----------------|-----------------|

Subtotal: **\$41,290.00**
 Taxes(8.25%): **\$3,406.43**

Vehicle Total: **\$44,696.43**

**This are the ones expected to be delivered. Next Thursday.*

*Grant <40,000>
 NEED check @ Time of delivery \$44,696.43*

| | | | |
|--|----------------|------------------------|-------------------|
| Extended Battery Warranties (Optional): Additional 36 months or 25,000 miles | 2 Units | \$1,500.00/unit | \$3,000.00 |
| Additional 84 months or 50,000 miles | 2 Units | \$2,500.00/unit | \$5,000.00 |

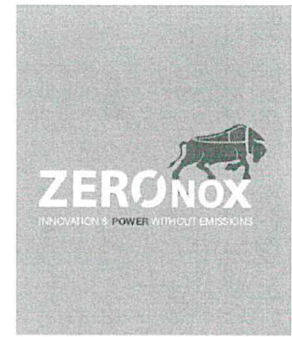
- **Down Payment:** 50% due upon receipt of invoice. Make all checks payable to ZeroNox
- **Full Payment:** Remaining balance due upon scheduled delivery.
- **Extended Battery Warranty:** warranty is additional and not covered by grant funding.
- **Delivery:** Delivery timeframe is End of Q2 2022.
- *Battery will maintain greater than 80% SOH state of health (SOH) during standard battery warranty time period of 36 months.



Invoice Details

Invoice #: JE- 1230
 Date: January 7, 2022
 Consultant: CR/SM

INVOICE



| ITEM DESCRIPTION: | QUANTITY: | UNIT PRICE: | TOTAL: |
|-------------------|-----------|-------------|--------|
|-------------------|-----------|-------------|--------|

| | | | |
|---|----------------|--------------------|--------------------|
| 2022 ION EC4 Electric Utility Vehicle – | 2 Units | \$19,995.00 | \$39,990.00 |
| Passenger Capacity: 5 Person w/ utility bed (fleet pricing) Vehicle: Fiberglass and steel construction, laminated glass windshield, horn, seatbelts, and radio Lights: Front headlights, taillights, and brake lights Suspension: Front and rear suspension with vibration absorber Tires: 4 standard rubber tires Vehicle Weight: 2,500 lbs. Load Capacity: 1,350 lbs. GVWR: 3,850 lbs. | | | |



Prepared for

Tulare Public Cemetery District
 900 E Kern Avenue
 Tulare, CA 93274
 559-686-5544

Clara Bernardo
 clara@tulareemetery.com
 559-686-5544

| | | | |
|--|----------------|-----------------|-----------------|
| ZeroNox Battery System – | 2 Units | Included | Included |
| Battery Module: ZeroNox LFP Battery 72V / 144Ah Battery Management System: ZeroNox BMS Total Power: 8 kWh Run Time: Estimated 50 miles fully charged Cycle Life: 2,000+ cycles | | | |

ZeroNox Contact



ZeroNox Headquarters
 1343 S. Main Street
 Porterville, CA 93257



559-560-8013 (office)



sales@zeronox.com

| | | | |
|---|----------------------------|-----------------|-------------------|
| ZeroNox Battery Charger – | 2 Units | \$500.00 | \$1,000.00 |
| Onboard Charger and Charging Cable: 110V input, 72V output (Estimated 8 hr. charge time) | | | |
| Standard Warranties: | 2 Units | Included | Included |
| ZeroNox Battery System: | 36 months or 50,000 miles* | | |
| Vehicle Drive Train: | 24 months or 30,000 miles | | |
| Vehicle Parts: | 90 days or 5,000 miles | | |

| | | | |
|----------------------------|----------------|-----------------|-----------------|
| Delivery and Setup: | 2 Units | \$150.00 | \$300.00 |
|----------------------------|----------------|-----------------|-----------------|

| | |
|----------------|--------------------|
| Subtotal: | \$41,290.00 |
| Taxes (8.25%): | \$3,406.43 |

| | |
|----------------|--------------------|
| Vehicle Total: | \$44,696.43 |
|----------------|--------------------|

*grant time <40,000>
 NEED CHECK @ delivery 4696.43*

| Extended Battery Warranties (Optional): | | | |
|---|----------------|------------------------|-------------------|
| Additional 36 months or 25,000 miles | 2 Units | \$1,500.00/unit | \$3,000.00 |
| Additional 84 months or 50,000 miles | 2 Units | \$2,500.00/unit | \$5,000.00 |

- **Down Payment:** 50% due upon receipt of invoice. Make all checks payable to ZeroNox
- **Full Payment:** Remaining balance due upon scheduled delivery.
- **Extended Battery Warranty:** warranty is additional and not covered by grant funding.
- **Delivery:** Delivery timeframe is Q3 2022.
- *Battery will maintain greater than 80% SOH state of health (SOH) during standard battery warranty time period of 36 months.





San Joaquin Valley

AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM

New Alternative Fuel Vehicle Purchase Component

Payment Procedures

This document is designed to provide participants in the Public Benefit Grants Program New Alternative Fuel Vehicle Purchase Component with the required instructions and guidance for the successful completion of a Claim for Payment Packet for their project. **The participant is required to submit all final claims no later than nine (9) months from the execution date of its agreement with the San Joaquin Valley Air Pollution Control District (SJVAPCD), in accordance with the TIMETABLE/PERIOD OF PERFORMANCE milestones set forth in Paragraph 2 of the Funding Agreement.**

Claim for Payment Packets must be received during this timeframe to be eligible for reimbursement.

In order to be reimbursed, participant must submit a complete Claim for Payment Packet. As specified in the participant's agreement, the participant will not be reimbursed for the purchase of the new vehicle(s) if the participant purchased, took possession, or ordered the new vehicle(s) prior to the execution date of the participant's agreement with the SJVAPCD. As a matter of policy, the SJVAPCD does not provide advance payments to participants or third parties. Payment is for reimbursement to the participant for the purchase of the specified vehicle(s) and funding shall only be allowed towards the purchase of the specific vehicle(s) described in participant's agreement with the SJVAPCD.

Approximately one year after incentive funds have been issued, the participant will receive an Internal Revenue Service (IRS) Form 1099. For information about the tax implications related to the received incentive funds, please consult your tax advisor as the SJVAPCD does not provide tax advice.

SJVAPCD staff is available to answer questions and to provide assistance to participants regarding the reimbursement process. It is advisable that you read the entire Payment Procedures document and your executed agreement in order to fully understand the grant requirements. All questions regarding the reimbursement process should be directed to:

Public Benefit Grants Staff

E-mail: grants@valleyair.org

Telephone: (559) 230-5800

Fax: (559) 230-6112

San Joaquin Valley Air Pollution Control District
Incentives Department
1990 East Gettysburg Avenue
Fresno, CA 93726-0244

CLAIM FOR PAYMENT PACKET CHECKLIST

When submitting a request for payment, submit a **complete** Claim for Payment Packet. An incomplete Claim for Payment Packet will lengthen the processing time and delay reimbursement of funding. A complete Claim for Payment Packet includes the following:

- Completed and **signed** SJVAPCD Public Benefit Grant Program - Claim for Payment Form (Page 4).
 - The same individual who signed the agreement with the SJVAPCD must also sign the Claim for Payment Form.
- Dated and itemized vendor/dealer **Invoice(s)** for the cost of the new alternative fueled vehicle(s). The invoice(s) should clearly identify, at a minimum, the following information:
 - The participant/organization name and address.
 - The new vehicle vendor/dealer name and address.
 - The make, model, and if applicable, the Gross Vehicle Weight Rating (GVWR) of the new vehicle.
 - Detailed breakdown of all invoiced costs; including the new vehicle, additional options, sales tax (with percentage rate indicated), and license fees. Additional options should be in a line item format on the invoice.
- Photographs** of the new vehicle(s).
 - Photographs should be clear and legible.
 - At a minimum, for each new vehicle, photographs of the following must be submitted: a view of the entire new vehicle, a close-up of the VIN or Serial number, and if applicable, a close-up of the GVWR.
 - If claiming multiple vehicles, please clearly label the pictures with the last four digits of the Vehicle Identification Number (VIN).
 - If claiming a vehicle that has an Alternative Fuel conversion, a close up photograph must be submitted for the Vehicle Emission Control Information (VECI) / Engine Label identifying the engine and evaporative family.
- Copy of **Certificate of Insurance or Proof of Insurance** for the new vehicle(s).
 - The insurance documentation must identify, at a minimum, a current policy period, the policy number, and the name of the participant/organization.
 - The insurance documentation must identify the types of coverage which must meet the minimum requirements specified in the participant's agreement with the SJVAPCD.

Please submit the completed Claim for Payment Packet to **Public Benefit Grants Staff** via e-mail, mail, or hand-delivery at:

E-mail: grants@valleyair.org

San Joaquin Valley Air Pollution Control District
Incentives Department
1990 East Gettysburg Avenue
Fresno, CA 93726-0244

**Please retain a full copy of the completed
Claim for Payment Packet for your own records.**

STEP-BY-STEP CLAIM FOR PAYMENT FORM GUIDANCE

This section outlines the information required for each field of the Public Benefit Grants Program - Claim for Payment Form (Page 4). ***The contract signing authority must sign and date the Form.*** Please individually list each new vehicle that you have purchased under the agreement on the Claim for Payment Form for which you are seeking reimbursement. For additional space, please make a copy of the Claim for Payment Form or obtain an additional copy of the Form by contacting program staff at (559) 230-5800. If you need additional assistance, please contact the Incentives Department and a staff member will assist you.

❖ **Project Number**

The number the SJVAPCD assigned to your project; this information can be found in your agreement.

❖ **Payee/Grantee**

The organization, company, or proprietor's legal name that entered into agreement with the SJVAPCD. This information was entered into Section 1 of the Application and must be **identical** to the information on the Form W-9.

❖ **Address, City, State, and Zip**

The mailing address used by the participant/organization, including the city, state, and zip code. Reimbursement checks from the SJVAPCD will be mailed to the address provided here.

❖ **Check Box**

Check the classification of the organization that is listed under payee.

❖ **Federal Tax I.D. #**

The Taxpayer Identification Number (TIN), entered in Section 1 of the Application, in the form of an employer identification number. **The participant/organization name and TIN will be used to report incentive funding to the IRS.**

❖ **Telephone and Fax #**

The main telephone and fax number, including area code, for the primary contact.

❖ **Date of Invoice**

Document the **date on the invoice** for the purchase of the new vehicle(s).

❖ **New Vehicle Make and Model**

Provide the make and model of the new vehicle. List each new vehicle on a separate line.

❖ **VIN or Vehicle Serial Number**

Provide the Vehicle Identification Number (VIN) or serial number of the new vehicle.

❖ **Amount Paid**

Document the total amount paid for the new vehicle as it appears on the invoice. If there is more than one invoice for the cost of the new vehicle, document the sum of all the invoices in the field.

❖ **Grant Amount**

Please do not enter any information in this field. SJVAPCD staff will complete this field.

San Joaquin Valley Air Pollution Control District Public Benefit Grant Program - Claim for Payment Form New Alternative Fuel Vehicle Purchase

Project Number:

Payee/Grantee : _____

Address : _____

City: _____ State: _____ Zip: _____

| | | |
|-------------------------------------|---|--|
| Please check one of the following : | <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Trust/Estate |
| | <input type="checkbox"/> C Corporation (C Corp) | <input type="checkbox"/> Other _____ |
| | <input type="checkbox"/> S Corporation (S Corp) | <input type="checkbox"/> Limited Liability Company (C=C Corp, S= S Corp, P=Partnership) ▶ _____ |
| | <input type="checkbox"/> Partnership | |

Federal Tax I.D. # : _____
Social Security # : _____
Telephone # : _____

| Date of Invoice | New Vehicle Make & Model | VIN or Vehicle Serial # | Amount Paid | Grant Amount |
|--------------------|--------------------------|-------------------------|-------------|--------------|
| | Tuatara E1000 | | | |
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| | | | | |
| | | | | |
| | | | | |
| Total Claim | | | | |

Signature of Signing Authority _____ Date _____

For District Use Only

| <p style="text-align: center;"><u>For District Use Only</u></p> <p>SJVUAPCD Approval _____ Date _____</p> <p style="text-align: center;"><u>Administrative Services Use Only</u></p> <p>Audited By _____ Date _____</p> <p>Reviewed By _____ Date _____</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Object</th> <th>Fund</th> <th>Year</th> <th>Dept</th> <th>Sub-Dept</th> <th>Type</th> <th>Program</th> <th>Phase</th> <th>Entity</th> <th>Amount</th> <th>1099 Code</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>1</td> <td>90</td> <td>92</td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Stipend</td> <td></td> <td></td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Expense</td> <td></td> <td></td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Table</td> <td></td> <td></td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Vendor Number: _____ \$ _____</p> | Object | Fund | Year | Dept | Sub-Dept | Type | Program | Phase | Entity | Amount | 1099 Code | | | 1 | 90 | 92 | - | | | | | | Stipend | | | | | - | | | | | | Expense | | | | | - | | | | | | Table | | | | | - | | | | | |
|---|--|--------|------|----------|------|----------|-------|---------|--------|-----------|--------|-----------|--|--|---|----|----|---|--|--|--|--|--|---------|--|--|--|--|---|--|--|--|--|--|---------|--|--|--|--|---|--|--|--|--|--|-------|--|--|--|--|---|--|--|--|--|--|
| Object | Fund | Year | Dept | Sub-Dept | Type | Program | Phase | Entity | Amount | 1099 Code | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 1 | 90 | 92 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Stipend | | | | | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Expense | | | | | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Table | | | | | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

*****CONTRACT SIGNING AUTHORITY MUST SIGN THIS FORM*****

PROMISSORY NOTE

\$80,000.00 Date: VOID (“Executed Date”)

For value received, the undersigned VOID (the “Borrower”), at VOID [address], promises to pay to the order of Zero Nox Inc. (the “Lender”), at 1343 S. Main Street, Porterville, California 93257 (or at such other place as the Lender may designate in writing), the sum of \$80,000.00 (the “Principal Amount”). The Principal Amount shall be fully paid on or before **75 days** after the Executed Date, or VOID (“Due Date”).

I. TERMS OF REPAYMENT

A. Payments

Should any portion of the Principal Amount be unpaid by the Due Date, then the Principal Amount shall be deemed to have started accruing interest at a rate of 10% annually as of the Executed Date, until the Principal Amount plus interest is paid. Should the Principal Amount be fully paid by the Due Date, then no interest shall be deemed to have accrued.

B. Application of Payments

All payments on this Note shall be applied first in payment of any accrued interest or late charges, and the remainder in payment of the Principal Amount.

C. Late Fee

The Borrower promises to pay a late charge of \$500.00 if any portion of the Principal Amount is unpaid by the Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty. Payment of such late charge shall, under no circumstances, be construed to cure any default arising from or relating to such late payment.

II. PREPAYMENT

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty.

III. COLLECTION COSTS

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

IV. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

V. GOVERNING LAW

This Note shall be construed in accordance with the laws of the State of California.

VI. SIGNATURES

This Note shall be signed by _____ **VOID** _____ [Printed Name], on behalf of _____ **VOID** _____, and Vonn Christenson, on behalf of Zero Nox Inc.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this _____ **VOID** _____ day of _____ **VOID** _____, 2021

Borrower:
_____ **VOID** _____ [Entity]

By: _____ **VOID** _____ [Signature]

_____ [Printed Name]

Lender:
Zero Nox Inc.

By: _____ *Vonn R. Christenson* _____ [Signature]
Vonn Christenson [Printed Name]

-Pontem Program-

Current Software purchased 2019 - \$16,368.75

*Records Keepers of Location- Internment Orders – General Information about interred

*Purchased Licensing – Conversion from CemSafe

- No Mapping - No Accounting - Not cloud based

To adjust/change form templates 1st time free after \$175 an hour
Annual Subscription for 3 Users \$1312.50 – includes maintenance, updates, phone support, online/phone training

.....
Add – GIS Module License - - Online Burial Search

Map Creation Services 3 Users – Rough Estimate \$45,000

Mapping Software \$9175

Annual Subscriptions for Mapping Software \$3,300
to be online

.....
OSIRIS Software – Accounting – cloud based

(Outside of Pontem) – connects with a link Annual Interface with Pontem \$360 (Pontems Fee)

Software \$

Licensing \$

Annual Subscription \$

CEMSITES
14 Memorial Drive
Perryopolis, Pennsylvania 15473
(877) 783-9626

QUOTE #
036248
BILLED TO CLARA BERNARDO
Tulare Cemetery
900 E Kern Ave
Tulare, CA 93274

| PRODUCT | QUANTITY | PRICE | TOTAL |
|--|----------|-------------|-------------|
| Project Summary -# of Cems: 2 -Acres: 52 -# of Records: Approx 30K -# of Graves: Approx 100K -Docs: Deed -Software: Pontem, QB Deskop <i>Additional modules, hours, or change orders will be billed at \$200.00 per hour. Up to 275 hours are allocated.</i> | 1 | \$0.00 | \$0.00 |
| Secure CRM <i>Cloud Cemetery Record Management software designed to elevate your customer experience.</i> -Dashboard, calendar, tasks, reminders, & work orders -Set restrictions & permissions by user -Easy searching & reporting with no double entry | 1 | \$13,000.00 | \$13,000.00 |
| Secure CRM License <i>Annual License. Includes access up to 4 user profile(s).</i> | 1 | \$5,400.00 | \$5,400.00 |
| Custom Data Migration <i>See your data like you've never seen it before. Feel confident your data is thoroughly vetted & enhanced in our system. We're the world's most experienced migration experts. Financial data separate.</i> -Cleanse & import all providers into our system | 1 | \$8,000.00 | \$8,000.00 |
| Grave Level Mapping <i>Your maps online, always up to date with live information. Walk with families & sell graves.</i> -Inventory searching, detailed grave data displayed -Drag area & drill down to view -Powers our Walk-to-Site -Survey maps provided by customer | 1 | \$13,000.00 | \$13,000.00 |

| PRODUCT | QUANTITY | PRICE | TOTAL |
|--|----------|------------|------------|
| Niche & Crypt Viewer <i>Visual representation of each wall. Empowers you to see the status of every mausoleum & columbarium.</i> <i>-Quick Add - A simple way to enter a new record</i> <i>-Drag & Drop - Make changes to your walls with ease</i> <i>-Works for all above ground burials</i> | 1 | \$5,000.00 | \$5,000.00 |
| Visual Lot Viewer <i>Have your lot cards come to life. Everything is connected through this visual launchpad.</i> <i>-Quick Add - A simple way to enter a new record</i> <i>-Drag & Drop - Make changes to your lot with ease</i> <i>-Inventory Status - Easily see what's available & sold</i> | 1 | \$4,000.00 | \$4,000.00 |
| AR Finance Module <i>Streamline your entire receivables, trusting & reporting processes. 1 Cost Center.</i> <i>-Templated contract, invoice, billing statement & receipt</i> <i>-Line item & commissions management</i> <i>-Monthly billing, aging, recurring & more</i> | 1 | \$7,000.00 | \$7,000.00 |
| AR Finance License <i>Annual License. Includes access up to 3 user profile(s).</i> | 1 | \$2,850.00 | \$2,850.00 |
| AR Financial Integration <i>Let us help you manage your money. A seamless one-way integration into your accounting software.</i> <i>-Eliminates human error</i> <i>-Automatic updates</i> <i>-Less steps to reconciliation</i> <i>-Error reporting</i> | 1 | \$4,500.00 | \$4,500.00 |
| Custom Document <i>Completely replicate your documents in our system. Auto populating fields will eliminate human error and ensure accuracy.</i> <i>-Print & save important docs on-demand</i> <i>-Improve customer experience</i> <i>-Save time & money</i> <i>-No double entry</i> | 1 | \$1,500.00 | \$1,500.00 |
| WebSync <i>Match the look of your existing website. Integrated seamlessly for the public.</i> <i>-Automatically posts information from your database</i> <i>-Record searching, events calendar, burials & interments</i> <i>-Enhance with Walk-to-Site</i> | 1 | \$2,500.00 | \$2,500.00 |
| Website Hosting <i>Website hosting billed annually.</i> | 1 | \$480.00 | \$480.00 |

| PRODUCT | QUANTITY | PRICE | TOTAL |
|--|----------|------------|--------------------|
| Walk-to-Site <i>Help your community find loved ones with ease. The most accurate walk to gravesite in the industry.</i> -Search for a loved one & walk directly to the gravesite -Use on any device -You can control the experience | 1 | \$2,250.00 | \$2,250.00 |
| Walk-to-Site License <i>Annual License.</i> | 1 | \$950.00 | \$950.00 |
| Inventory Manager <i>Take control of your inventory with live reporting on products & services. Reports location & status on every single item in & out of stock.</i> -Notifies you when stock is low -Reporting & tracking on popular items -Status updates to vendors | 1 | \$7,000.00 | \$7,000.00 |
| CemCare - Partner Support <i>Dedicated client advocate assigned to support you. They become part of your team.</i> -Proactive outreach -Evaluations with report cards -Software training -Helps with adoption -Emergency hotline 365 | 1 | \$0.00 | \$0.00 |
| Optional Add-On Modules not included <i>Map Printing, Marker or Obstruction Manager, Crematory, Financial Migration, Sales, Merchant Integration, RevenuePlus, KeepSafe</i> | 1 | \$0.00 | \$0.00 |
| TOTAL | | | \$77,430.00 |

This estimate is valid for 30 days and is based on the data and information we have gathered to date. Actual data quality and map detail will affect the price. If during development, the job exceeds the original estimated development/design hours allocated, an estimate for additional work, modules or change orders are billable at \$200.00 per hour will be provided to the client for approval prior to continuing the client build. Does not include any transaction and/or bank fees or any applicable local/state/federal taxes. If your state requires sales tax, you are required to pay it. This is only an estimate. Please request an invoice to process your payment.



10. Payment Terms

Fee Totals from above:

Project Fees: \$46,250.00 Annual Subscription Fees: \$6,800.00 Annual EverAfter Fees: \$1,200.00

Based on the project and annual fee totals, here are the proposed payment terms:

Option 1:

50% of the project fees plus first year Annual Fee are due at contract signature - **\$31125**

40% of the project fees are due at delivery of test system - **\$18500**

10% of the project fees are due at go-live - **\$4625**

Years 2-5: **\$ 8000** annually

Electing for Option 1:

Option 2:

Take 100% of Project Fees plus 100% of Subscription Fees for the Initial Subscription Term and divide equally into 60 monthly payments with 0% interest.

Approximate Monthly Payment: **\$ 1438** monthly for 60 months

Electing for Option 2:

If you require any other options or wish to discuss this, please let us know.

