

# Tulare Public Cemetery District

900 EAST KERN AVENUE\*\*TULARE, CALIFORNIA 93274\*\*PHONE (559) 686-5544

## BOARD AGENDA

**Regular Board Meeting  
September 23, 2021  
1:00 P.M.**

### PRELIMINARIES:

- 1.1 Call to Order
- 1.2 Roll Call
- 1.3 Pledge of Allegiance
- 1.4 Moment of Silence in Memory of Those Who Have Passed
- 1.5 Public Comments (three (3) minutes per person)
- 1.6 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 Approve Minutes of August 26, 2021 and Special Board Meeting of September 2, 2021 and September 7, 2021
- 2.2 The Cemeterians Report
- 2.3 District Manager's Report
- 2.4 Audit Committee Report
- 2.5 Approval of July 2021 Financials Report
- 2.6 Resolutions 2021-2022-3
- 2.7 Resolutions 2021-2022-4
- 2.8 Ad Hoc Forensic Committee Report
- 2.9 Additional Groundskeeper Position
- 2.10 Revision to Out of District Fee Policy
- 2.11 Ad Hoc Hiring Process
- 2.12 Approval Bids for North and Kern Air Conditioners
- 2.13 Media Communications
- 2.14 New Mission, Vision and Values Statement

### CLOSED SESSION – ITEMS:

- 3.1 **CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION**  
Significant Exposure to Litigation (Government Code Section 54956.9(d)(2))

### OPEN SESSION FROM CLOSED SESSION:

- 4.1 **Announcements out (If Any)**

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.

Tulare Public Cemetery District  
Regular Board Meeting Minutes  
August 26, 2021

CALL TO ORDER:

The Tulare Public Cemetery board meeting was called to order at 9:05 a.m., at 900 E. Kern Ave, Tulare, California by Chairperson Xavier Avila. Other trustees present were Vice Chairman Jim Pennington, Secretary Steve Presant, Trustees Charlie Ramos and Alberto Aguilar.

RECONGNITION OF VISITORS:

Ms. Peterson of Stifel

PUBLIC COMMENTS:

One person spoke

TRUSTEE COMMENTS:

Five trustees spoke

OPEN SESSION:

- 4.1 M. Peterson of Stifel spoke on investments
- 4.2 Committee of Trustees Ramos and Presant formed to create Investment policy
- 4.3 Linda Maloy reported on Cemeterians Report
- 4.4 Clara presented Manager's Report
- 4.5 Trustee Ramos reported on Verification Meeting
- 4.6 Tabled
- 4.7 Secretary Presant reported on audit committee meeting
- 4.8 Secretary Presant reported on the competitive bid for Kern burial. Board decided to pause bids until next special board meeting on September 2, 2021
- 4.9 Secretary Presant moved to approve financials Vote (4-0) Aguilar opposed
- 4.12 Trustee Ramos moved to approve both minutes vote (4-0) Aguilar Abstained
- 4.13 No action taken
- 4.11 Secretary Presant moved to accept page 8 1(b) as presented. Motion failed Vote (2-3) Trustees Avila and Presant voted yes, Trustees Pennington, Ramos and Aguilar voted no. Trustee Ramos moved to delete wording for page 8 1(b) as presented Vote (4-1) Present opposed. Motion approved. Secretary Presant moved to approve items corrected on page 6 Vote (5-0) Trustee Ramos moved to remove items 9 Page 9 and renumber document. Trustee Ramos Motion to accept amended bylaws and present at next board meeting (5-0)
- 4.10 Trustee Ramos to approve resolutions with corrections Vote (5-0)



Tulare Public Cemetery District  
Regular Board Meeting Minutes  
August 26, 2021

4.18 Board approval by consensus the concepts of future niche as follows: (1) New Niche at office location (2) New Niche at the North Cemetery by flag pole (3) New Octagon Niche in front of office (4) New Niches at expansion of North Cemetery to the South

4.14 Clara reported on new PTO (paid time off) policy. Board consensus of approval.

4.16 Discussion on Hard Ship Policy. No action taken

4.17 Avila motioned to change proposed flower policy regarding cleaning out ½ of January Vote (5-0) Aguilar motioned to approve top paragraph page 1 of flower policy Vote (5-0) Rest of flower policy tabled.

4.15 Tabled

4.19 County counsel Zaheen reported that Tulare County Civil Grand Jury will not take complaint against Aguilar. Present motioned to send this to the district attorney office and remove Aguilar from voting on this motion. Vote (4-0) Trustee Aguilar declined to vote.

ADJOURNED TO CLOSE SESSION:

Adjourned into Closed Session at 1:45 P.M.

OPEN SESSION FROM CLOSE SESSION at: 2:30 P.M.

Labor negotiators Present and Ramos recommendations the board approve Manager Bernandro salary of \$75,000 annually, \$6,250. Monthly with immediately enrollment with Tulare County medical

4.15 Board approved David's air conditioners bids for New air conditioners at both Kern and North Cemeteries locations. Vote (4-1) Aguilar Opposed

ADJOURNMENT:

Chairperson Avila adjourned the meeting at 2:40 P.M.

Respectfully Submitted,

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Board Secretary



Tulare Public Cemetery District  
Special Board Meeting Minutes  
September 2, 2021

CALL TO ORDER:

The Tulare Public Cemetery board meeting was called to order at 9:05 A.M., at 900 E. Kern Ave, Tulare, California by Chairperson Xavier Avila. Other trustees present were Vice Chairman Jim Pennington, Secretary Steve Presant, Trustees Charlie Ramos and Alberto Aguilar.

PUBLIC COMMENTS:

No public comments

TRUSTEE COMMENTS:

No trustee comments

OPEN SESSION:

2.1 Chairperson Avila motioned to approve proposed price changes as presented to corrected effect October 1, 2021. Vote (4-1)

2.2 Discussion Tabled

2.3 Avila motioned to approve change page 1(b) Vote (3-2) Trustees Ramos and Aguilar opposed

ADJOURNED TO CLOSED SESSION:

Adjourned into Closed Session at 12:20 P.M.

OPENED SESSION FROM CLOSED SESSION:

Announcement out

ADJOURNMENT:

Chairman Avila adjourned the meeting at 12:40 P.M.

Respectfully Submitted,

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Board Secretary

Tulare Public Cemetery District  
Special Board Meeting Minutes  
September 7, 2021

CALL TO ORDER:

The Tulare Public Cemetery board meeting was called to order at 1:02 p.m., at 900 E. Kern Ave, Tulare, California by Chairperson Xavier Avila. Other trustees present were Vice Chairman Jim Pennington, Secretary Steve Presant, Trustees Charlie Ramos and Alberto Aguilar.

OPEN SESSION:

2.1 – County Council Aaron Zaheen talked on the process of the hiring process policy of nine steps. Chairman Xavier created Ad Hoc Committee to work with Manager to create a policy for presentation to the Board. Trustees Ramos and Pennington appointed to Ad Hoc Committee.

2.2- Trustee Ramos motioned to approve proposed PTO (Paid Time Off) as presented. Vote (4-1), Aguilar opposed.

2.3- Trustee Ramos moved to authorize creation of safety shoe program. County council will review vender agreement. Vote (5-0)

2.4- Board decided to let manager Bernardo manage security patrol at the Kern and North Cemeteries.

2.5- Manager Bernardo gave each board members homework on vision, mission and values statement.

ADJOURNMENT:

Chairman Avila adjourned the meeting at 1:53 p.m.

Respectfully Submitted,

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Board Secretary

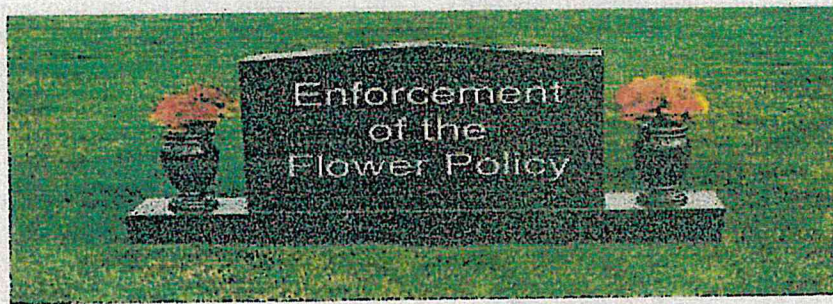
**FLOWER POLICY THIS IS THE ADVERTISEMENT THAT WENT IN THE  
TULARE ADVANCE-REGISTER**

**DATES IN PAPER:**

**Septemer Thursday 16, Saturaday 18, Tuesday 21 & Thursday 23, 2021**

**SIGNS HAVE ALSO BEEN POSTED AROUND CEMETERY ON NORTH AND KERN**

## **TULARE PUBLIC CEMETERY DISTRICT**



On September 27, 2021 through October 4, 2021 the Tulare Public Cemetery will be cleaning out the gravesite area to prepare for the holidays. Anything that is not in the vases will be removed which means on or around the headstone. If there is NO headstone ALL items will still be removed. We ask that you please remove all items that do not comply with our flower policy before the date or the groundsmen will be removing them. Any questions please revert to the flower policy at

[\*www.tularecemetery.net\*](http://www.tularecemetery.net)

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Tulare Public Cemetery District  
**Balance Sheet**  
As of July 31, 2021

	Jul 31, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
00 · Clearing Acct.	14,185.25
10100 · Petty Cash	533.01
10150 · Bank of The Sierra - CHK ACCT	2,034.55
10500 · Cash in Treasury (772)	393,139.62
10600 · Endowment - Reserved (773)	
1620 · Edowment Care 1620	316,017.92
10600 · Endowment - Reserved (773) - Other	1,287,459.23
<b>Total 10600 · Endowment - Reserved (773)</b>	<b>1,603,477.15</b>
10700 · Cash in Expansion Account (807)	95,421.40
10900 · Endowment - Unreserved (817)	353,951.12
<b>Total Checking/Savings</b>	<b>2,462,742.10</b>
<b>Other Current Assets</b>	
10 · Customer Balance Due	263.17
12001 · Undeposited Funds	4,016.40
<b>Total Other Current Assets</b>	<b>4,279.57</b>
<b>Total Current Assets</b>	<b>2,467,021.67</b>
<b>TOTAL ASSETS</b>	<b>2,467,021.67</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · Accounts Payable	31,800.75
<b>Total Accounts Payable</b>	<b>31,800.75</b>
<b>Other Current Liabilities</b>	
24000 · Payroll Liabilities	8,823.47
24010 · Pension Payable	4,999.41
24020 · Health Insurance Payable	538.99
25500 · Sales Tax Payable	913.79
<b>Total Other Current Liabilities</b>	<b>15,275.66</b>
<b>Total Current Liabilities</b>	<b>47,076.41</b>
<b>Total Liabilities</b>	<b>47,076.41</b>
<b>Equity</b>	
30000 · Fund Balance	2,264,918.96
31100 · Retain Earnings	169,304.34
Net Income	-14,278.04
<b>Total Equity</b>	<b>2,419,945.26</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,467,021.67</b>

# Tulare Public Cemetery District Profit & Loss Budget Performance

2:10 PM

09/15/21

Accrual Basis

July 2021

Ordinary Income/Expense	Jul 21	Budget	Jul 21	YTD Budget	Annual Budget
<b>Income</b>					
3999 · Total Beginning Cash Available	0	32,618	0	32,618	391,418
4000 · County Taxes					
4001 · Current Secured	0	13,833	0	13,833	166,000
4006 · Current Unsecured	-0	750	-0	750	9,000
4008 · Prior Secured	0	253	0	253	3,040
4009 · Prior Unsecured	0	11	0	11	130
4030 · Suppl Current Secured	0	233	0	233	2,800
4033 · Suppl Prior Secured	0	33	0	33	400
4060 · Residual Distributions	0	542	0	542	6,500
4069 · PT Facilities	0	492	0	492	5,900
5000 · Aid-Other Governmental Agencies	0	3	0	3	30
5050 · Homeowners Property Tax Relief	0	100	0	100	1,200
4000 · County Taxes - Other	0	0	0	0	0
<b>Total 4000 · County Taxes</b>	-0	16,250	-0	16,250	195,000
4801 · Interest Income - 772	0	250	0	250	3,000
5400 · Charges for Current Services	77,062	61,015	77,062	61,015	732,182
5805 · Misc. Revenue	4,214	167	4,214	167	2,000
5834 · Restitution	363	100	363	100	1,200
5835 · Other Revenue	0	1,250	0	1,250	15,000
<b>Total Income</b>	81,639	111,650	81,639	111,650	1,339,800
<b>Expense</b>					
6000 · Payroll and Employee Benefits					
6001 · Regular Payroll	43,081	43,750	43,081	43,750	525,000
6002 · Overtime	901	417	901	417	5,000
6004 · Health Insurance Benefits	0	6,250	0	6,250	75,000
6005 · Extra Help	0	333	0	333	4,000
6008 · Directors Fees	0	333	0	333	4,000
6011 · Retirement-SD Portion	8,349	3,750	8,349	3,750	45,000
6012 · Social Security and Medicare	3,049	3,334	3,049	3,334	40,000
6015 · Workers Compensation Ins	2,027	1,667	2,027	1,667	20,000
6016 · Unemployment Ins.	145	250	145	250	3,000
6000 · Payroll and Employee Benefits - Other	0	0	0	0	0
<b>Total 6000 · Payroll and Employee Benefits</b>	57,552	60,084	57,552	60,084	721,000
7003 · Penalties	0	42	0	42	500
7004 · Clothing and Personal Supplies	0	583	0	583	7,000
7005 · Telecommunications	380	500	380	500	6,000
7006 · Vaults and Crypts	6,605	6,250	6,605	6,250	75,000
7009 · Household Supplies	433	125	433	125	1,500
7010 · Insurance	0	1,667	0	1,667	20,000
7025 · Mileage Reimbursement Expense	0	17	0	17	200

2:10 PM

09/15/21

Accrual Basis

## Tulare Public Cemetery District Profit & Loss Budget Performance

July 2021

	Jul 21	Budget	Jul 21	YTD Budget	Annual Budget
7030 • Maintenance and Repairs					
70200 • Repair & Main. - Equipment	4,230	0	4,230	0	0
70300 • Repair & Main. - Outside	12,936	0	12,936	0	0
70400 • Repair & Main. - Building	5,767	0	5,767	0	0
7030 • Maintenance and Repairs - Other	0	9,167	0	9,167	110,000
Total 7030 • Maintenance and Repairs	22,933	9,167	22,933	9,167	110,000
7036 • Office Supplies and Expense					
62000 • Office Supplies	389	0	389	0	0
63000 • Computer Repairs and Expense	0	0	0	0	0
7036 • Office Supplies and Expense - Other	3,326	1,667	3,326	1,667	20,000
Total 7036 • Office Supplies and Expense	3,715	1,667	3,715	1,667	20,000
7039 • Miscellaneous					
7043 • Professional Fees	0	58	0	58	700
63500 • County Admin Fees	0	0	0	0	0
68100 • Accounting	670	0	670	0	0
68200 • Auditing	0	0	0	0	0
68300 • Legal	1,058	0	1,058	0	0
7043 • Professional Fees - Other	0	4,167	0	4,167	50,000
Total 7043 • Professional Fees	1,728	4,167	1,728	4,167	50,000
7045 • Security					
7059 • Publications and Legal Notices	2,560	2,083	2,560	2,083	25,000
7073 • Training / Education	0	250	0	250	3,000
7081 • Utilities	150	833	150	833	10,000
77100 • SCE	1,575	0	1,575	0	0
77200 • SO Cal Gas	47	0	47	0	0
77300 • Water, Sewer and Disposal	6,143	0	6,143	0	0
79000 • Waste Disposal	0	0	0	0	0
7081 • Utilities - Other	0	4,167	0	4,167	50,000
Total 7081 • Utilities	7,765	4,167	7,765	4,167	50,000
7425 • Taxes					
8001 • Graves Repurchase	0	108	0	108	1,300
8100 • Building and Improvements	0	417	0	417	5,000
8300 • Equipment	0	8,333	0	8,333	100,000
	0	11,133	0	11,133	133,600
Total Expense	103,821	111,651	103,821	111,651	1,339,800
Net Ordinary Income	-22,182	-1	-22,182	-1	0



2:10 PM

09/15/21

Accrual Basis

# Tulare Public Cemetery District Profit & Loss Budget Performance

July 2021

	Jul 21	Budget	Jul 21	YTD Budget	Annual Budget
Other Income/Expense					
Other Income					
9100 • Endowment - 773					
9101 • Endowment Revenue -Current Serv	7,904	5,000	7,904	5,000	60,000
9102 • Interest Income - Endowment 773	0	2,083	0	2,083	25,000
9100 • Endowment - 773 - Other	0	0	0	0	0
Total 9100 • Endowment - 773	7,904	7,083	7,904	7,083	85,000
9200 • Fund for Future Expansion - 807					
9201 • Rent and Concessions - 807	0	1,250	0	1,250	15,000
9203 • Interest Income - 807	0	117	0	117	1,400
9204 • Future Expansion Current Service	0	1,250	0	1,250	15,000
9200 • Fund for Future Expansion - 807 - Other	0	0	0	0	0
Total 9200 • Fund for Future Expansion - 807	0	2,617	0	2,617	31,400
9300 • Unreserved Funds - 817					
9301 • Interest Income - 817	0	417	0	417	5,000
9300 • Unreserved Funds - 817 - Other	0	0	0	0	0
Total 9300 • Unreserved Funds - 817	0	417	0	417	5,000
Total Other Income	7,904	10,117	7,904	10,117	121,400
Other Expense					
7432 • Appropriation for Contingencies	0	10,117	0	10,117	121,400
Total Other Expense	0	10,117	0	10,117	121,400
Net Other Income	7,904	0	7,904	0	0
Net Income	-14,278	-1	-14,278	-1	0

**Tulare Public Cemetery District  
Reconciliation Detail  
10150 - Bank of the Sierra - CHK ACCT, Period Ending 07/31/2021**

Type	Date	Name	Clr	Amount	Balance
Beginning Balance					22,602.60
Cleared Transactions					
Checks and Payments - 66 items					
Bill Pmt -Check	04/28/2021	2701 AT & T Phone's	X	-535.23	-535.23
Bill Pmt -Check	04/28/2021	2706 National Business	X	-1,387.89	-1,923.12
Bill Pmt -Check	04/28/2021	2711 AT & T Mobility	X	-135.96	-2,059.08
Bill Pmt -Check	06/04/2021	2778 Reed Shaffer	X	-1,686.12	-3,745.20
Bill Pmt -Check	06/18/2021	2789 CNA Surety	X	-331.50	-4,076.70
Bill Pmt -Check	06/24/2021	2786 Barnes Memorials	X	-1,300.00	-5,376.70
Bill Pmt -Check	06/24/2021	2787 CARQUEST AUTO ...	X	-51.95	-5,428.65
Check	07/01/2021	EFT Paychex of New Yor...	X	-6,197.08	-11,625.73
Bill Pmt -Check	07/01/2021	2790	X	-3,829.47	-15,455.20
Check	07/01/2021	10026	X	-2,312.66	-17,767.86
Check	07/01/2021	10029	X	-2,259.72	-20,027.58
Check	07/01/2021	10021	X	-1,078.38	-21,105.96
Check	07/01/2021	EFT Paychex of New Yor...	X	-287.35	-21,393.31
Bill Pmt -Check	07/06/2021	2799 CALPERS	X	-3,832.53	-25,225.84
Bill Pmt -Check	07/06/2021	2798 California Departme...	X	-2,318.17	-27,544.01
Bill Pmt -Check	07/06/2021	2804 Pacific Employers	X	-505.00	-28,049.01
Bill Pmt -Check	07/06/2021	2801 Lowe's	X	-207.66	-28,256.67
Bill Pmt -Check	07/06/2021	2803 Morris Levin & Son	X	-152.88	-28,409.55
Bill Pmt -Check	07/06/2021	2792 Carlos Ramos	X	-150.00	-28,559.55
Bill Pmt -Check	07/06/2021	2791 Alberto Aguilar	X	-125.00	-28,684.55
Bill Pmt -Check	07/06/2021	2800 Ewing Irrigation & L...	X	-122.53	-28,807.08
Bill Pmt -Check	07/06/2021	2805 SoCalGas	X	-22.18	-28,829.26
Bill Pmt -Check	07/07/2021	EFT City of Tulare	X	-4,279.77	-33,109.03
Bill Pmt -Check	07/07/2021	EFT AT & T Phone's	X	-70.00	-33,179.03
Bill Pmt -Check	07/09/2021	2806	X	-207.98	-33,387.01
Bill Pmt -Check	07/15/2021	2823 Tulare County Coun...	X	-2,589.94	-35,976.95
Bill Pmt -Check	07/15/2021	2807 Agri-Turf Distributin...	X	-2,454.03	-38,430.98
Bill Pmt -Check	07/15/2021	2814 Illinois MidWest Ins...	X	-2,027.00	-40,457.98
Bill Pmt -Check	07/15/2021	EFT Southern California ...	X	-1,574.80	-42,032.78
Bill Pmt -Check	07/15/2021	2817 Linder Equip CO.	X	-1,556.84	-43,589.62
Bill Pmt -Check	07/15/2021	2812 Element Security So...	X	-1,270.00	-44,859.62
Bill Pmt -Check	07/15/2021	2824 Waste Management...	X	-1,036.65	-45,896.27
Bill Pmt -Check	07/15/2021	2820 Reed Shaffer	X	-871.31	-46,767.58
Bill Pmt -Check	07/15/2021	2819 Office Depot	X	-800.90	-47,568.48
Bill Pmt -Check	07/15/2021	2822 Roche Oil, Inc.	X	-793.62	-48,362.10
Bill Pmt -Check	07/15/2021	2825 Zee Medical Service...	X	-649.72	-49,011.82
Bill Pmt -Check	07/15/2021	2808 Armando's Locksmit...	X	-614.00	-49,625.82
Bill Pmt -Check	07/15/2021	2815 James E. Pennington	X	-462.84	-50,088.66
Bill Pmt -Check	07/15/2021	2818 Morris Levin & Son	X	-273.00	-50,361.66
Bill Pmt -Check	07/15/2021	2811 christy Valut CO.,Inc.	X	-250.00	-50,611.66
Bill Pmt -Check	07/15/2021	2816 Leaf	X	-210.36	-50,822.02
Bill Pmt -Check	07/15/2021	2810 CA Turf Equipment ...	X	-122.30	-50,944.32
Bill Pmt -Check	07/15/2021	2809 Asco Pacific	X	-79.44	-51,023.76
Bill Pmt -Check	07/15/2021	2826 Res Com	X	-45.00	-51,068.76
Bill Pmt -Check	07/15/2021	2821 Res Com	X	-45.00	-51,113.76
Bill Pmt -Check	07/15/2021	2813 Home Depot Cedit ...	X	-23.63	-51,137.39
Bill Pmt -Check	07/20/2021	2832 CA Turf Equipment ...	X	-9,610.59	-60,747.98
Bill Pmt -Check	07/20/2021	2828 Andy Hinojosa III CPA	X	-3,520.00	-64,267.98
Bill Pmt -Check	07/20/2021	2838 Reed Shaffer	X	-2,932.52	-67,200.50
Bill Pmt -Check	07/20/2021	2843 US Bank Equipment...	X	-2,354.41	-69,554.91
Bill Pmt -Check	07/20/2021	2835 Element Security So...	X	-1,290.00	-70,844.91
Bill Pmt -Check	07/20/2021	2844 Wilbur - Ellis Comp...	X	-1,250.94	-72,095.85

**Tulare Public Cemetery District**  
**Reconciliation Detail**  
**10150 - Bank of the Sierra - CHK ACCT, Period Ending 07/31/2021**

Type	Date		Name	Clr	Amount	Balance
Bill Pmt -Check	07/20/2021	2842	Tulare County Coun...	X	-1,058.00	-73,153.85
Bill Pmt -Check	07/20/2021	2839	RIGO'S SIGNS	X	-671.15	-73,825.00
Bill Pmt -Check	07/20/2021	2837	Morris Levin & Son	X	-540.67	-74,365.67
Bill Pmt -Check	07/20/2021	2833	California Busnines...	X	-472.71	-74,838.38
Bill Pmt -Check	07/20/2021	2834	CALPERS	X	-301.00	-75,139.38
Bill Pmt -Check	07/20/2021	2841	Soap Man	X	-201.35	-75,340.73
Bill Pmt -Check	07/20/2021	2840	Roche Oil, Inc.	X	-77.21	-75,417.94
Bill Pmt -Check	07/20/2021	2830	AT & T Mobility	X	-52.20	-75,470.14
Check	07/27/2021	EFT	AT & T Phone's	X	-174.36	-75,644.50
Check	07/28/2021	EFT	AT & T Phone's	X	-83.93	-75,728.43
Check	07/30/2021	EFT	Paychex of New Yor...	X	-19,797.51	-95,525.94
Check	07/30/2021	EFT	Paychex of New Yor...	X	-10,140.16	-105,666.10
Check	07/30/2021	10036		X	-2,312.65	-107,978.75
Check	07/30/2021	EFT	Paychex of New Yor...	X	-632.00	-108,610.75
Total Checks and Payments					-108,610.75	-108,610.75
<b>Deposits and Credits - 13 items</b>						
Transfer	07/02/2021			X	505.00	505.00
Transfer	07/02/2021			X	871.31	1,376.31
Transfer	07/02/2021			X	7,166.69	8,543.00
Transfer	07/16/2021			X	5,650.70	14,193.70
Transfer	07/16/2021			X	6,687.51	20,881.21
Transfer	07/16/2021			X	8,765.63	29,646.84
Transfer	07/23/2021			X	3,222.04	32,868.88
Transfer	07/23/2021			X	3,597.77	36,466.65
Transfer	07/23/2021			X	19,137.74	55,604.39
Deposit	07/30/2021			X	34,607.52	90,211.91
General Journal	07/31/2021	31		X	135.96	90,347.87
General Journal	07/31/2021	31		X	535.23	90,883.10
General Journal	07/31/2021	31		X	1,387.89	92,270.99
Total Deposits and Credits					92,270.99	92,270.99
Total Cleared Transactions					-16,339.76	-16,339.76
Cleared Balance					-16,339.76	6,262.84
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 7 items</b>						
Bill Pmt -Check	06/17/2021	2888	CA Turf Equipment		-82.09	-82.09
Bill Pmt -Check	06/18/2021	2793	AT & T Phone's		-70.00	-152.09
Bill Pmt -Check	07/07/2021	TBP	CARQUEST AUTO		-5.69	-157.78
Bill Pmt -Check	07/20/2021	2829	Asco Pacific		-669.95	-827.73
Bill Pmt -Check	07/20/2021	2836	Ewing Irrigation		-441.66	-1,269.39
Bill Pmt -Check	07/20/2021	2831	Battery Pro		-129.90	-1,399.29
Bill Pmt -Check	07/20/2021	2845	California Department		-2,829.00	-4,228.29
Total Checks and Payments					-4,228.29	-4,228.29
Total Uncleared Transactions					-4,228.29	-4,228.29
Register Balance as of 07/31/2021					-20,568.05	2,034.55



Tulare Public Cemetary District  
Reconciliation Summary  
10500 -Cash in Treasury (772), Period Ending 07/31/2021

---

	<u>Jul 31, 21</u>
Beginning Balance	401,975.11
Cleared Transactions	
Checks and Payments - 10 items	-55,604.52
Deposits and Credits - 4 items	<u>81,376.55</u>
Total Cleared Transactions	<u>25,772.03</u>
Cleared Balance	427,747.14
Uncleared Transactions	
Checks and Payments - 1 items	<u>-34,607.52</u>
Total Uncleared Transactions	<u>-34,607.52</u>
Register Balance as of 07/31/2021	<u><u>393,139.62</u></u>

2:25 PM  
09/10/21

**Tulare Public Cemetery District**  
**Reconciliation Summary**  
10600 · Endowment - Reserved (773), Period Ending 07/31/2021

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	<u>Jul 31, 21</u>
Beginning Balance	1,596,895.15
Cleared Transactions	
Deposits and Credits - 1 item	<u>6,582.00</u>
Total Cleared Transactions	<u>6,582.00</u>
Cleared Balance	<u><u>1,603,477.15</u></u>
Register Balance as of 07/31/2021	1,603,477.15
Ending Balance	1,603,477.15

2:31 PM  
09/10/21

**Tulare Public Cemetery District**  
**Reconciliation Summary**  
10700 - Cash in Expansion Account (807), Period Ending 07/31/2021

---

	<u>Jul 31, 21</u>
Beginning Balance	95,421.40
Cleared Balance	95,421.40
Register Balance as of 07/31/2021	95,421.40
Ending Balance	95,421.40



2:34 PM  
09/10/21

**Tulare Public Cemetery District**  
**Reconciliation Summary**  
10900 - Endowment - Unreserved (817), Period Ending 07/31/2021

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	<u>Jul 31, 21</u>
Beginning Balance	353,951.12
Cleared Balance	353,951.12
Register Balance as of 07/31/2021	353,951.12
Ending Balance	353,951.12

Tulare Public Cemetery District  
900 East Kern Avenue  
Tulare, CA 93274  
PHONE: 559-686-5544 FAX: 559-686-7484

RESOLUTION NO. 2021/22 – 3

FUND TRANSFER REQUEST

TO: TULARE COUNTY AUDITOR-CONTROLLER  
221 S. MOONEY BLVD., ROOM 101-E  
VISALIA, CA 93291

DATE: September 23, 2020

Please transfer the following funds for the account of:

Tulare Public Cemetery District  
900 East Kern Avenue  
Tulare, CA 93274

Upon motion by \_\_\_\_\_, second by \_\_\_\_\_, the following resolution was adopted:

Resolve that the amount of **\$86,859.03** to be transferred from the Endowment Care Interest Fund 817 of the Tulare Public Cemetery District to be transferred to the Tulare Public Cemetery District General Fund 772 for maintenance purposes as follows: For a variable speed drive, an excavator and mower in the total amount of **\$86,859.03** to maintain and operate the cemetery grounds.

<u>TRANSFER FROM:</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
Tulare Public Cemetery District	DR 817-2360	
Endowment Care Interest Fund	CR 817-1100	\$86,859.03

<u>TRANSFER TO:</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
Tulare Public Cemetery District	CR 772-2360	
General Fund	DR 772-1100	\$86,859.03

I, \_\_\_\_\_, Secretary/Treasurer of the Board of Trustees of the Tulare Public Cemetery District, do hereby certify that the foregoing is a true and correct copy of a resolution made and adopted by the Board of Trustees of the Tulare Public Cemetery District at a meeting duly and regularly called and held on the 23rd day of September 2020.

\_\_\_\_\_  
Board Secretary/Treasurer

Tulare Public Cemetery District  
900 East Kern Avenue  
Tulare, CA 93274  
PHONE: 559-686-5544 FAX: 559-686-7484

RESOLUTION NO. 2021/22 – 4

FUND TRANSFER REQUEST

TO: TULARE COUNTY AUDITOR-CONTROLLER  
221 S. MOONEY BLVD., ROOM 101-E  
VISALIA, CA 93291

DATE: September 23, 2021

Please transfer the following funds for the account of:

Tulare Public Cemetery District  
900 East Kern Avenue  
Tulare, CA 93274

Upon motion by \_\_\_\_\_, second by \_\_\_\_\_, the following resolution was adopted:

Resolve that the amount of **\$23,473.64** to be transferred from the Endowment Care Fund 773 known at the treasurer's office as (Tulare PUB CEM DIST–Endowment) of the Tulare Public Cemetery District to be transferred to the Tulare Public Cemetery District Endowment Care Interest Fund 817 known at the treasurer's office as (Tulare PCD–Unreserved Fund) for future maintenance purposes.

<u>TRANSFER FROM:</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
Tulare P C D-Endowment	CR 773-1100	\$23,473.64
<u>TRANSFER TO:</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
Tulare PCD Unreserved Fund	DR 817-1100	\$23,473.64

I, \_\_\_\_\_, Secretary/Treasurer of the Board of Trustees of the Tulare Public Cemetery District, do hereby certify that the foregoing is a true and correct copy of a resolution made and adopted by the Board of Trustees of the Tulare Public Cemetery District at a meeting duly and regularly called and held on the 23th day of September 2021.

\_\_\_\_\_  
Board Secretary/Treasurer



Reference Agenda Item # 2.10



From: \_\_\_\_\_

Date: September 17, 2021 at 10:28:14 AM PDT

To: [xgeneexpress@gmail.com](mailto:xgeneexpress@gmail.com)

Subject: John and Phyllis Needham

Reply-To: \_\_\_\_\_

In July 1949 my parents John and Phyllis Needham move to Tulare. They lived on No. E St until Oct. 1958 when they purchased a home at 1001 W Tulare Ave. n 1978 believe they purchased 3 plots at the cemetery in Tulare. My daddy passed away in 1997 and my Mother stayed in their home until 2015 when she was no longer able to stay alone so the house was sold and II moved her into my home. She passed away Aug 6th 2017 after a two year battle with cancer. On Aug. 7 2017 I went to Sterling and Smith to finish up business with them then went to the cemetery and was told I had to pay another 500 because she lived out of the district. I was stunned and still reeling from her death and when I questioned this fee the lady helping me literally turned her back on me and would not respond. I remember saying to her that is was morally wrong. No person expects to have to leave their home before they pass away and after paying taxes from 1949 until 2015 I would think that fee would be waived...Its my understanding that fee is charged to people who never lived n the district and paid no taxes.

I am requesting a refund that never should have been charged in the first place.

Connie Needham Kelly

559-; \_\_\_\_\_



TO WHOM IT MAY CONCERN:

In early 2006, my mother was diagnosed with cancer. Treatment began immediately, which resulted in a severe adverse effect to the medications, and she was subsequently admitted to Tulare District Hospital. After a few days, it was determined she be transferred to a convalescent hospital, as a temporary placement, while she received the remainder of her treatment. After meeting with the administrators of both Tulare Nursing and Rehab Center and Merritt Manor Convalescent Hospital, I was advised they were not able to accept my mom as a resident. She was classified as a "private pay patient" and payment for her medical care was provided through either Medicare and/or her personal medical insurance she maintained through Retail Clerks Union following her retirement. She did not qualify for any government assistance. At that time, I had no choice but to place her in a convalescent hospital in Porterville in order that she could be monitored while she resumed her treatment.

Unfortunately, after almost six weeks, my mom was not able to withstand the treatment regimen and she succumbed to the disease on a Saturday morning. I called Hamilton Peers Funeral Service and they made the arrangements to have her body transferred back to Tulare that afternoon where plans would be started for her to be laid to rest.

As part of the preparation, I visited the office at the cemetery the following Monday to carry out the details for her burial. Her plot had already been purchased and was paid in full. I was there to submit payment for the opening and closing. I was then advised there would be an additional fee because she had passed away in the City of Porterville. I explained to them that my mom had been a resident of the City of Tulare and owned a home here (while paying taxes) for over 60 years. In fact, her mailing address at the time of her death was still at Twin Oaks Assisted Living in Tulare. I had continued to pay her rent at Twin Oaks while she was in the convalescent hospital because it was hoped she would be able to return "home" following her treatment. They said none of those conditions would justify any exception to this extra charge. I looked at the paperwork, deducted this inconceivable amount, wrote them a check, and walked out of the office. I advised them I refused to pay this extra fee and strongly urged they relay my reasoning to their management for this audacious policy that was being inflicted on our local families being serviced by the Tulare Public Cemetery District.

Linda J. Rich

# Our Mission

The Tulare Public Cemetery District strives to provide respectful interment services and assist families with care and consideration in a dignified and pleasant atmosphere to the community we serve within the district and maintain our cemetery grounds.





**Dave's Heating  
& Air Conditioning**

685 Noble Ave.  
Farmersville, CA. 93223  
(559) 732-8671  
davesheating@rocketmail.com



EXPIRED  
Bid

Lic.#443079

**Bid / Estimate**

**Date: April 15, 2021**

**To: David Faria**

**Job: Tulare Public Cemetery**  
**900 E. Kern Ave. Tulare, Ca 93274**

**Supply & Install:**  
**HVAC**

**Main Office**

1. C/O 2 ½ Ton roof package unit 208/230/1ph
2. Thermostat
3. Stand
4. Crane service
5. Dispose of unit
6. Re connect to gas, condensate, electrical

**Includes**

1. Demo existing evaporative cooler
2. Cap existing ductwork water tight
3. Turn off water valve

**Total Cost: \$9,741.00**



**Dave's Heating  
& Air Conditioning**

685 Noble Ave.  
Farmersville, CA. 93223  
(559) 732-8671  
davesheating@rocketmail.com



Lic.#443079

**Bid / Estimate**

---

*CONTINUED FOR 900 E KERN*

**Breakroom & Storage**

1. (1) 4-Ton Fujitsu mini split system with two single zone heads
2. Stand for condenser
3. Condensate pump with bracket
4. Copper line set

**Total Cost: \$14,804.00**

**Excluded:**

**Note:** *Electrical to be ran by owner*

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_



**Dave's Heating  
& Air Conditioning**

685 Noble Ave.  
Farmersville, CA. 93223  
(559) 732-8671  
davesheating@rocketmail.com



Lic.#443079

**Bid / Estimate**

Date: April 15, 2021

To: David Faria

Job: Tulare Public Cemetery

*4462 N. J Street Tulare, Ca 93274*

Supply & Install:  
HVAC

Main Office & Bathroom

1. (1) 2-Ton heat pump package unit
2. Reuse existing stand and paint black
3. Heat pump thermostat
4. Crane service
5. Dispose of unit
6. Reconnect to existing electrical and condensate
7. Final start up

**Total Cost: \$8,811.00**

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_



**Dave's Heating  
& Air Conditioning**

685 Noble Ave.  
Farmersville, CA. 93223  
(559) 732-8671  
davesheating@rocketmail.com



Lic.#443079

**Bid / Estimate**

---

**Kern Cemetery**

- Main office
- Breakroom & Storage

**Total Cost: \$24,545.00**

**North Tulare Cemetery**

- Main Office & Bathroom

**Total Cost: \$8,811.00**

*Expired  
Bid*

**Entire Cost of Project: \$33,356.00**

**ALL QUOTED AT PREVAILING WAGE RATE FOR TULARE COUNTY 2021 DETERMINATIONS**





**Dave's Heating  
& Air Conditioning**

685 Noble Ave.  
Farmersville, CA. 93223  
(559) 732-8671  
davesheating@rocketmail.com



New  
Bid

Lic.#443079

**Bid / Estimate**

Date: April 15, 2021

(UPDATED 9/13/21)

To: Clara

Job: **Tulare Public Cemetery**  
**900 E. Kern Ave Tulare, Ca 93274**

Supply & Install:  
HVAC

Main Office

1. C/O 2 ½ Ton roof package unit 208/230/1ph
2. Thermostat
3. Stand
4. Crane service
5. Dispose of unit
6. Re connect to gas, condensate, electrical

Includes

1. Demo existing evaporative cooler
2. Cap existing ductwork water tight
3. Turn off water valve

**Total Cost: \$11,184.00**



**Dave's Heating  
& Air Conditioning**

685 Noble Ave.  
Farmersville, CA. 93223  
(559) 732-8671  
davesheating@rocketmail.com



Lic.#443079

**Bid / Estimate**

**CONTINUED FOR 900 E KERN**

**Breakroom & Storage**

1. (1) 4-Ton Fujitsu mini split system with two single zone heads
2. Stand for condenser
3. Condensate pump with bracket
4. Copper line set

**Total Cost: \$17,141.00**

**Excluded:**

**Note: Electrical to be ran by owner**

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_



**Dave's Heating  
& Air Conditioning**

685 Noble Ave.  
Farmersville, CA. 93223  
(559) 732-8671  
davesheating@rocketmail.com



Lic.#443079

**Bid / Estimate**

Date: April 15, 2021

(UPDATED 9/13/21)

To: Clara

Job: Tulare Public Cemetery

4462 N. J Street Tulare, Ca 93274

**Supply & Install:**

HVAC

**Main Office & Bathroom**

1. (1) 2-Ton heat pump package unit
2. Reuse existing stand and paint black
3. Heat pump thermostat
4. Crane service
5. Dispose of unit
6. Reconnect to existing electrical and condensate
7. Final start up

**Total Cost: \$9,892.00**

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_



**Dave's Heating  
& Air Conditioning**

685 Noble Ave.  
Farmersville, CA. 93223  
(559) 732-8671  
davesheating@rocketmail.com



Lic.#443079

**Bid / Estimate**

---

**Kern Cemetery**

- Main office
- Breakroom & Storage

**Total Cost: \$28,325.00**

**North Tulare Cemetery**

- Main Office & Bathroom

**Total Cost: \$9,892.00**

**Entire Cost of Project: \$38,217.00**

**ALL QUOTED AT PREVAILING WAGE RATE FOR TULARE COUNTY 2021 DETERMINATIONS**



Since 1934

# MORRIS LEVIN & SON, INC.

1816 S. "K" Street, Tulare, CA 93274-6842  
(559) 686-8561 Contractors State Lic. 167881  
www.morrislevin.com

QUOTE#	_____
PROPOSAL #	84466
BY	RR / DE

## PROPOSAL AND CONTRACT (COMMERCIAL)

CUSTOMER NAME: TULARE PUBLIC CEMETERY D OWNER OF PROPERTY  
BILLING ADDRESS: 900 E KERN ADDRESS:

City TULARE State CA Zip 93274- City, State Zip  
TELEPHONE: 686-5544 686-5544 TELEPHONE: .  
DATE: 6/28/2021 91 621 7 JOB LOCATION: 4462 NORTH J ST  
TULARE

Morris Levin & Son, Inc. is not responsible for utilities of any type below ground surface.

We propose to furnish all materials and perform all labor necessary to complete the following:

FURNISH AND INSTALL (1) 2 TON HEAT PUMP PACKAGE UNIT WITH NEW STAND.

PREVAILING WAGE JOB/MLB DIR# 1000005166/ LIC#167881/TULARE COUNTY  
All warranty work to be completed during regular business hours

This proposal is void unless accepted by 12-Jul-21. All work to be done in conformance with State and County codes and standard practices. Price includes all sales tax, labor and materials. Price does not include permits or bonds unless specified. The above work shall be completed for the sum of SEVEN THOUSAND EIGHT HUNDRED Dollars (\$ 7,800) which shall be paid as follows:

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the contract price. SEE REVERSE FOR ADDITIONAL TERMS AND NOTICES.

MORRIS LEVIN & SON, INC.

SIGNATURE

PLEASE PRINT NAME

## ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which \_\_\_\_\_ agree to pay the amount stated in said proposal, and according to the terms thereof. I also acknowledge receipt of Mechanics' Lien Law Notice on reverse side.

CUSTOMER SIGNATURE \_\_\_\_\_

PLEASE PRINT NAME \_\_\_\_\_

Date \_\_\_\_\_

## NOTICE TO OWNER

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment."

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement, should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."

## TERMS

(1) All work shall carry a warranty against defects in labor or materials for a period of ninety days. All other warranties, including the implied warranties of merchantability and fitness for a particular purpose are disclaimed. Customer's sole remedy shall be repair or replacement of defective work and materials. Customer waives the right to recover damages for death or bodily injury to persons, injury to property or any other loss or expense except for loss arising from the sole negligence or willful misconduct of contractor or its agents or servants.

(2) Payment of all charges is due within 20 days following billing. Customer agrees to pay an additional FINANCE CHARGE for all past due charges of 1.5% per month. (A. P. R.=18%).

(3) If customer fails to pay for charges when due, customer agrees to pay such attorneys fees and costs as contractor may incur in enforcing his contractual rights under this agreement.

(4) Any dispute exceeding ten thousand dollars shall be submitted to binding arbitration under the rules of the American Arbitration Association and the decision of the arbitrator shall be final. THE PARTIES EACH SPECIFICALLY WAIVE THEIR RIGHT TO TRIAL, BY COURT OR BY JURY.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar of the board whose address is:

Contractors' State License Board  
P.O. Box 26000  
Sacramento, California 95826



Since 1934

# MORRIS LEVIN & SON, INC.

1816 S. "K" Street, Tulare, CA 93274-6842  
(559) 686-8561 Contractors State Lic. 167881  
www.morrislevin.com

QUOTE#	_____
PROPOSAL #	34447
BY	RR / CB

## PROPOSAL AND CONTRACT (COMMERCIAL)

CUSTOMER NAME: TULARE PUBLIC CEMETERY D OWNER OF PROPERTY  
BILLING ADDRESS: 900 E KERN ADDRESS:

City TULARE State CA Zip 93274- City, State = Zip  
TELEPHONE: 686-5544 686-5544 TELEPHONE: .  
DATE: 6/28/2021 91 621 7 JOB LOCATION: 900 E KERN ST  
TULARE

Morris Levin & Son, Inc. is not responsible for utilities of any type below ground surface.

We propose to furnish all materials and perform all labor necessary to complete the following:

FURNISH AND INSTALL (2) 2 TON PACKAGE UNITS WITH ALL NEW DUCTS,  
REGISTERS, GAS AND ELECTRICAL TO NEW UNIT IN THE BREAKROOM AND  
FRONT OFFICE.

PREVAILING WAGE JOB/MLS DIR# 1000005166/ LIC#167881/TULARE COUNTY  
All warranty work to be completed during regular business hours

This proposal is void unless accepted by 12-Jul-21. All work to be done in conformance with State and County  
codes and standard practices. Price includes all sales tax, labor and materials. Price does not include permits or bonds unless specified.  
The above work shall be completed for the sum of NINETEEN THOUSAND  
Dollars (\$ 15,202) which shall be paid as follows:

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written  
orders for same and will become an extra charge over the contract price. SEE REVERSE FOR ADDITIONAL TERMS AND NOTICES.

MORRIS LEVIN & SON, INC.

SIGNATURE

PLEASE PRINT NAME

## ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which  
\_\_\_\_\_ agree to pay the amount stated in said proposal, and according to the terms thereof. I also  
acknowledge receipt of Mechanics' Lien Law Notice on reverse side.

CUSTOMER SIGNATURE \_\_\_\_\_

PLEASE PRINT NAME \_\_\_\_\_

Date \_\_\_\_\_

## NOTICE TO OWNER

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment."

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement, should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."

## TERMS

(1) All work shall carry a warranty against defects in labor or materials for a period of ninety days. All other warranties, including the implied warranties of merchantability and fitness for a particular purpose are disclaimed. Customer's sole remedy shall be repair or replacement of defective work and materials. Customer waives the right to recover damages for death or bodily injury to persons, injury to property or any other loss or expense except for loss arising from the sole negligence or willful misconduct of contractor or its agents or servants.

(2) Payment of all charges is due within 20 days following billing. Customer agrees to pay an additional FINANCE CHARGE for all past due charges of 1.5% per month. (A. P. R.=18%).

(3) If customer fails to pay for charges when due, customer agrees to pay such attorneys fees and costs as contractor may incur in enforcing his contractual rights under this agreement.

(4) Any dispute exceeding ten thousand dollars shall be submitted to binding arbitration under the rules of the American Arbitration Association and the decision of the arbitrator shall be final. THE PARTIES EACH SPECIFICALLY WAIVE THEIR RIGHT TO TRIAL, BY COURT OR BY JURY.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar of the board whose address is:

Contractors' State License Board  
P.O. Box 26000  
Sacramento, California 95826



Since 1934  
**MORRIS LEVIN & SON, INC.**

1816 S. "K" Street, Tulare, CA 93274-6842  
(559) 686-8561 Contractors State Lic. 167881  
www.morrislevin.com

QUOTE# \_\_\_\_\_  
PROPOSAL # 24447  
BY SR / CB

**PROPOSAL AND CONTRACT (COMMERCIAL)**

**Current  
New Bid**

CUSTOMER NAME: TULARE PUBLIC CEMETERY D  
BILLING ADDRESS: 900 E KERN

OWNER OF PROPERTY  
ADDRESS:

City TULARE State CA Zip 93274- City \_\_\_\_\_  
TELEPHONE: 559-6844 638-5544  
DATE: 6/28/2021 91 621 7

TELEPHONE: \_\_\_\_\_  
JOB LOCATION: 900 E KERN ST  
TULARE

Morris Levin & Son, Inc. is not responsible for utilities of any type below ground surface.

We propose to furnish all materials and perform all labor necessary to complete the following:

FURNISH AND INSTALL (1) 2 TON PACKAGE UNIT AND (1) 2.5 TON PACKAGE UNIT  
WITH ALL NEW DUCTS, REGISTERS, GAS AND ELECTRICAL TO NEW  
UNIT IN THE BREAKROOM AND FRONT OFFICE.

PROPOSAL NOSE JOB/MLS DIR 1000005166/ LIC167081/TULARE COUNTY  
All necessary work to be completed during regular business hours

This proposal is void unless accepted by 18-Jul-21. All work to be done in conformance with State and County  
codes and standard practices. Price includes all sales tax, labor and materials. Price does not include permits or bonds unless specified.  
The above work shall be completed for the sum of NINETEEN THOUSAND  
Dollars (\$ 19,000) which shall be paid as follows:

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written  
orders for same and will become an extra charge over the contract price. SEE REVERSE FOR ADDITIONAL TERMS AND NOTICES.

MORRIS LEVIN & SON, INC.

SIGNATURE

PLEASE PRINT NAME

DEL FREITAS

**ACCEPTANCE**

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which  
\_\_\_\_\_ agree to pay the amount stated in said proposal, and according to the terms thereof. I also  
acknowledge receipt of Mechanics' Lien Law Notice on reverse side.

CUSTOMER SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_

PLEASE PRINT NAME \_\_\_\_\_