

# Tulare Public Cemetery District

*This is an Endowment Care Interment*

## REGULAR BOARD MEETING AGENDA



*Chairman- Carlos Ramos  
Vice Chairman- James Pennington  
Secretary- Alberto Aguilar  
Trustees- Xavier Avila and Stephen Present*

**Tulare Public Cemetery – Conference Room  
900 E. Kern Avenue – Tulare, CA**

**AUGUST 24, 2023  
1:00 p.m. – Board Meeting**

Public Information about Meetings:

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

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

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

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. MOMENT OF SILENCE IN MEMORY OF THOSE WHO HAVE PASSED
5. RECOGNITION OF VISITORS
6. PUBLIC COMMENTS (three (3) minutes per person)
7. TRUSTEE COMMENTS (three (3) minutes per person)
8. OPEN SESSION - AUDIT REPORTS, ITEMS OF INTEREST & GENERAL BUSINESS  
*(All items are subject to discussion and possible action by the Board Members.)*
  - 8.1- Ground Supervisor report
  - 8.2- Approve Minutes for Regular Board July 27, 2023
  - 8.3- Approval of June 2023 Financials
  - 8.4- Endowment Fee
  - 8.5- Out of District Policy
  - 8.6- Disinterment Fee
  - 8.7- Update on status of court ordered restitution from Jose Ortega for damage to headstone.
  - 8.8- Stanley Creelman- Agricultural Lease
  - 8.9- CAPC- Education Seminar
  - 8.10- Tree removal- Kern
  - 8.11- Bank of The Sierra-CD
9. FUTURE AGENDA ITEMS REQUEST
10. DISTRICT MANAGER'S REPORT

## 11. CLOSED SESSION ITEMS:

### 11.1-District Manager's Review

### 11.2-Conference with Legal Counsel-Significant Exposure to Litigation

Significant Exposure to Litigation (Government Code § Section 54956.9(b) (Two Matters)

## 12. ADJOURNMENT

### OPEN SESSION AGENDA ITEMS NOTICE TO THE PUBLIC

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

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

### RULES OF DECORUM

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

### ADDRESSING THE CEMETERY BOARD

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

### TRUSTEE CONDUCT

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



**Tulare Public Cemetery District  
Regular Board Meeting Minutes  
Thursday, July 27 2023**



**A REGULAR BOARD MEETING OF THE TULARE PUBLIC CEMETERY DISTRICT WAS HELD ON THURSDAY, JULY 27, 2023 AT 1:00 PM IN THE CONFERENCE ROOM LOCATED AT 900 E. KERN AVE., TULARE, CA.**

**BOARD MEMBERS PRESENT:** Chairman Carlos Ramos, Vice Chairman James Pennington, Secretary Alberto Aguilar and Trustees Xavier Avila and Stephen Present

**BOARD MEMBERS ABSENT:** None

**STAFF PRESENT:** District Manager Clara Bernardo and Legal Counsel Thomas Degn

**1. CALL TO ORDER FOR REGULAR BOARD MEETING:**

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

**2. ROLL CALL:**

Carlos Ramos, James Pennington, Alberto Aguilar, Xavier Avila and Stephen Present

**3. PLEDGE OF ALLEGIANCE:**

Trustee Alberto Aguilar led the Pledge of Allegiance

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

**5. RECONGNITION OF VISITORS:**

Four public in attendance

**6. PUBLIC COMMENTS:**

No public comments

**7. TRUSTEE COMMENTS:**

Four trustee comments

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

*(All items are subject to discussion and possible action by the Board Members.)*

**8.1- Approve Minutes for Regular Board June 26, 2023**

Avila motion, Aguilar second to approve Regular Board meeting June 26, 2023. Vote (5-0) motion passes

**8.2- Interment and Preneed count for June 2023**

Board reviewed Interment and Preneed count for June 2023. No action taken

**8.3- Audit Committee report**

Present gave brief report on the Audit Committee. Avila motion, Pennington second to approve Audit report. Vote (5-0) motion passes

**8.4- Groundskeepers makeup of fulltime to part time employees**

Avila motions, Aguilar seconds to freeze grounds men to seven and use seasonal and part time help. Vote (4-1) Ramos nay, motion passes

**8.5- Billable hours for our County Counsel**

Avila purposes to reduce professional service expense. Board agrees but no action taken.

**8.6- Cemetery membership in trade associations and associated training cost**

Board discussed, noting to report

**8.7- Historical review on body burial to cremation interments and is this ratio changing?**

Avila motions, Pennington seconds to track the percentage of body burials and cremation. Vote (5-0) motion passes



**Tulare Public Cemetery District  
Regular Board Meeting Minutes  
Thursday, July 27 2023**



**8.8- Approval of Annual Budget 2023-2024**

Presant motions, Pennington seconds to approve Annual Budget 2023-24 as revised. Vote (3-2) Aguilar and Avila nay, motion passes

**8.9- Oversize Vault Installation discussion**

Board will review prices in 6 months

**8.10- Plotbox update & introduce Everafter**

Bernardo gave a presentation on the new software program

**9.- FUTURE AGENDA ITEMS REQUEST**

9.1) Special board meeting for 5 Year Planning

9.2) Review of lease agreement

9.3) Task the District Manger to provide a Maintenance plan for Board to review.

Avila motions, Alberto seconds to have a Maintenance plan on the September's board meeting, vote (5-0) motion passes

9.4) Discuss disinterment's

9.5) District Manager's review

9.6) Self-assessment

**10- DISTRICT MANGER'S REPORT**

Nothing to report at this time

**ADJOURNMENT:**

Chairperson Ramos adjourned the meeting at 5:07 pm

Respectfully Submitted,

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Board Secretary

Tulare Public Cemetery District  
**Balance Sheet**  
As of June 30, 2023

	<u>Jun 30, 23</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
00 · Clearing Acct.	26,148.30
10100 · Petty Cash	500.00
10150 · Bank of The Sierra - CHK ACCT	18,745.61
10500 · Cash in Treasury (772)	271,524.18
10600 · Endowment - Reserved (773)	
1620 · Edowment Care 1620	316,017.92
10600 · Endowment - Reserved (773) - Other	1,526,995.99
<b>Total 10600 · Endowment - Reserved (773)</b>	<u>1,843,013.91</u>
10700 · Cash in Expansion Account (807)	172,564.50
10900 · Endowment - Unreserved (817)	261,532.87
10950 · Pre-Need Payment Plan (886)	72,637.55
10970 · CD - Bank of Sierra 1584	101,169.21
<b>Total Checking/Savings</b>	<u>2,767,836.13</u>
<b>Accounts Receivable</b>	
11001 · Accounts Receivable - PVQ (772)	8,290.45
11010 · Receivable - Pre-Need Pmt Plan	65,093.67
<b>Total Accounts Receivable</b>	<u>73,384.12</u>
<b>Other Current Assets</b>	
12001 · Undeposited Funds	3,112.50
12101 · Inventory Asset	13,203.25
<b>Total Other Current Assets</b>	<u>16,315.75</u>
<b>Total Current Assets</b>	<u>2,857,536.00</u>
<b>TOTAL ASSETS</b>	<u><u>2,857,536.00</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · Accounts Payable	47,335.79
<b>Total Accounts Payable</b>	<u>47,335.79</u>
<b>Other Current Liabilities</b>	
24000 · Payroll Liabilities	7,637.99
25500 · Sales Tax Payable	3,572.02
<b>Total Other Current Liabilities</b>	<u>11,210.01</u>
<b>Total Current Liabilities</b>	<u>58,545.80</u>
<b>Total Liabilities</b>	58,545.80

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Tulare Public Cemetery District  
**Balance Sheet**  
As of June 30, 2023

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	<u>Jun 30, 23</u>
Equity	
30000 - Fund Balance	2,665,098.82
Net Income	<u>133,891.38</u>
Total Equity	<u>2,798,990.20</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>2,857,536.00</u></u></b>

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# Tulare Public Cemetery District Profit & Loss Budget Performance

June 2023

	Jun 23	Budget	Jul '22 - Jun 23	YTD Budget	Annual Budget
<b>Ordinary Income/Expense</b>					
Income					
3999 · Total Beginning Cash Available	0	28,800	0	350,000	350,000
4000 · County Taxes					
4001 · Current Secured	6,047	14,583	198,540	175,000	175,000
4006 · Current Unsecured	0	750	4,761	9,000	9,000
4008 · Prior Secured	0	253	366	3,040	3,040
4009 · Prior Unsecured	0	10	177	130	130
4030 · Suppl Current Secured	0	233	0	2,800	2,800
4033 · Suppl Prior Secured	0	33	0	400	400
4052 · Other Taxes	0		9,197		
4060 · Residual Distributions	0	541	9,008	6,500	6,500
4069 · PT Facilities	0	491	0	5,900	5,900
5000 · Aid-Other Governmental Agencies	0	2	0	30	30
5050 · Homeowners Property Tax Relief	0	100	0	1,200	1,200
<b>Total 4000 · County Taxes</b>	<b>6,047</b>	<b>16,996</b>	<b>222,049</b>	<b>204,000</b>	<b>204,000</b>
4801 · Interest Income - 772					
5400 · Charges for Current Services	2,095	587	6,097	7,000	7,000
5400.1 · Grave	16,000		279,602		
5400.3 · Open and Close	40,950		399,050		
5400.4 · Administration	10,800		126,900		
5400.5 · Vault Installation	5,995		67,517		
5400.6 · Out of District Fee	251		19,611		
5400.7 · Transfer Fees	0		1,800		
5400.8 · Payment Plan Contract Fees	114		2,843		
5400.9 · Disinterment	750		7,250		
5400 · Charges for Current Services - Other	0	75,000	0	900,000	900,000
<b>Total 5400 · Charges for Current Services</b>	<b>74,860</b>	<b>75,000</b>	<b>904,573</b>	<b>900,000</b>	<b>900,000</b>
5450 · Concrete Base Sales	6,800	6,666	60,200	80,000	80,000
5460 · Vault Sales	17,730		185,634		
5470 · Vase Sales	0		420		
5475 · Flower Sales	0		90		
5476 · Saturday Service Fee	3,200		16,000		
5485 · Add On Packages	215		1,560		
5805 · Misc. Revenue	120	2,083	8,300	25,000	25,000
5833 · Grant Revenue	0	6,300	80,000	80,000	80,000
5834 · Restitution	0	100	330	1,200	1,200
5835 · Other Revenue	0	208	0	2,500	2,500
5860 · Interest Income	1,169		1,169		
<b>Total Income</b>	<b>112,236</b>	<b>136,740</b>	<b>1,486,422</b>	<b>1,649,700</b>	<b>1,649,700</b>
<b>Cost of Goods Sold</b>					
50000 · Cost of Goods Sold	0		0	0	0

# Tulare Public Cemetery District Profit & Loss Budget Performance

June 2023

	Jun 23	Budget	Jul '22 - Jun 23	YTD Budget	Annual Budget
5900 · Concrete Base for Headstones	6,800		34,800		
5901 · Vault Costs	6,598		47,624		
5905 · Vase Costs	0		153		
5906 · Flower Costs	0		33		
<b>Total COGS</b>	<b>13,398</b>		<b>82,609</b>	<b>0</b>	<b>0</b>
<b>Gross Profit</b>	<b>98,838</b>	<b>136,740</b>	<b>1,403,813</b>	<b>1,649,700</b>	<b>1,649,700</b>
<b>Expense</b>					
6000 · Payroll and Employee Benefits					
6001 · Regular Payroll	40,479	43,800	509,609	530,000	530,000
6002 · Overtime	3,313	1,250	17,001	15,000	15,000
6004 · Health Insurance Benefits	6,652	9,760	103,448	118,000	118,000
6005 · Extra Help	4,128	700	36,719	4,000	4,000
6008 · Directors Fees	100	250	1,925	3,000	3,000
6011 · Retirement-SD Portion	2,826	3,125	41,896	37,500	37,500
6012 · Social Security and Medicare	3,535	3,600	38,556	41,000	41,000
6015 · Workers Compensation Ins	2,558	2,900	34,896	35,200	35,200
6016 · Unemployment Ins.	1,585	240	5,225	3,100	3,100
6020 · - Prior Year Payroll Taxes	0	0	0	0	0
6000 · Payroll and Employee Benefits - Other	0	40	0	500	500
<b>Total 6000 · Payroll and Employee Benefits</b>	<b>65,176</b>	<b>65,665</b>	<b>789,276</b>	<b>787,300</b>	<b>787,300</b>
7003 · County Tax Admin Fees	6		58		
70031 · Finance Charges / Fees	0	500	2,699	6,000	6,000
7003 · County Tax Admin Fees - Other	0				
<b>Total 7003 · County Tax Admin Fees</b>	<b>6</b>	<b>500</b>	<b>2,757</b>	<b>6,000</b>	<b>6,000</b>
7004 · Clothing and Personal Supplies					
70041 · Breakroom Supplies	337		3,440		
70042 · PPE - Personal Protective Equip	150		2,372		
70043 · First Aid Supplies	990		1,543		
7004 · Clothing and Personal Supplies - Other	0	380	1,519	5,000	5,000
<b>Total 7004 · Clothing and Personal Supplies</b>	<b>1,477</b>	<b>380</b>	<b>8,874</b>	<b>5,000</b>	<b>5,000</b>
7005 · Telecommunications					
70051 · Internet	64		1,340		
70052 · Phone Lines	418		4,092		
70053 · Tablet	89		646		
7005 · Telecommunications - Other	237	560	2,629	6,500	6,500
<b>Total 7005 · Telecommunications</b>	<b>808</b>	<b>560</b>	<b>8,708</b>	<b>6,500</b>	<b>6,500</b>
7006 · Vaults and Liners	0	7,500	13,365	90,000	90,000
7008 · Freight/Delivery Fees	0	120	699	1,000	1,000
7009 · Household Supplies	0	125	327	1,500	1,500





# Tulare Public Cemetery District Profit & Loss Budget Performance

June 2023

	Jun 23	Budget	Jul '22 - Jun 23	YTD Budget	Annual Budget
<b>7010 - Insurance</b>					
70101 - General Liability Insurance	2,996		35,996		
70102 - Property Insurance	403		4,803		
70103 - Auto Insurance	0		5		
70105 - Crime/Bond Insurance	0		195		
7010 - Insurance - Other	0	3,400	0	41,200	41,200
<b>Total 7010 - Insurance</b>	<b>3,399</b>	<b>3,400</b>	<b>40,999</b>	<b>41,200</b>	<b>41,200</b>
<b>7011 - Concrete Base for Headstones</b>					
7025 - Mileage Reimbursement Expense	0	6,300	31,525	80,000	80,000
<b>7030 - Maintenance and Repairs</b>	<b>179</b>	<b>120</b>	<b>1,100</b>	<b>1,000</b>	<b>1,000</b>
70200 - Repair & Main. - KERN Equipment	28		24,356	0	0
70201 - Equipment & Supplies for Servic	83		22,086		
70203 - Diesel KERN for Equipment	0		5,750		
70204 - Unleaded - KERN Fuel for Equip	407		1,555		
70205 - Unleaded - North Fuel Equip	0		1,480		
70206 - Repair & Main. -North Equipment	3,764		16,340		
70207 - Diesel NORTH for Equipment	480		2,149		
70209 - Sprinkler NORTH Repairs/Supply	163		4,274		
70210 - Tools -KERN Ground Maintenance	0		404		
70211 - Repair & Main.-KERN Location	22		524		
70212 - Fence Repairs and Maintenance	0		3,779		
70213 - Fence Repairs NORTH J and Maint	0		645		
70214 - Signs for Grounds/Curb/Office	0		1,398		
70215 - Tools - North Ground Maintenan	398		1,293		
70300 - Repair & Main. - Outside KERN	0		22,936	0	0
70301 - Safety Supplies & Compliance	0		1,859		
70302 - Cleaning Supplies	0		1,973		
70305 - Repair & Main. - Headstones/Con	2,243		11,040		
70307 - Repair & Maint.-Outside North	221		9,987		
70308 - Weed Control Spray for Grounds	103		6,010		
70309 - Sprinkler KERN Repairs/Supplies	1,217		8,495		
70310 - Grounds Tools for Maintenance	0		1,198		
70311 - Landscaping -flowers, trees, ba	281		6,795		
70320 - Clean-up/Removal Dirt & Concret	0		3,819		
70400 - Repair & Main. - Building Kern	0		6,217	0	0
70401 - Pest Control	271		2,493		
70402 - Repair & Main. North Building	4,429		6,870		
7030 - Maintenance and Repairs - Other	882	13,750	3,249	165,000	165,000
<b>Total 7030 - Maintenance and Repairs</b>	<b>14,992</b>	<b>13,750</b>	<b>178,974</b>	<b>165,000</b>	<b>165,000</b>

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# Tulare Public Cemetery District Profit & Loss Budget Performance

June 2023

	Jun 23	Budget	Jul '22 - Jun 23	YTD Budget	Annual Budget
<b>7036 · Office Supplies and Expense</b>					
61000 · Copier/Equipment Lease	210		3,303		3,303
62000 · Office Supplies	612		8,844	0	0
63000 · Computer Repairs and Expense	398		3,630	0	0
65000 · Software Programs/ Website	1,433		15,561		
66100 · Plotbox Software Project	0		4,050		
<b>7036 · Office Supplies and Expense - Other</b>	909	3,500	8,655	42,000	42,000
<b>Total 7036 · Office Supplies and Expense</b>	3,562	3,500	44,042	42,000	42,000
<b>7037 · Marketing</b>					
7039 · Miscellaneous	0	380	2,871	5,000	5,000
7040 · Bank Fees	879	125	3,050	1,500	1,500
7043 · Professional Fees	45		450		
63500 · County Admin Fees	0		2,667	0	0
68100 · Accounting	1,817		18,699	0	0
68200 · Auditing	0		11,700	0	0
68201 · Employment - Background/Drug Sc	206		206	0	0
68300 · Legal	1,068		13,859	0	0
<b>7043 · Professional Fees - Other</b>	0	3,700	3,133	40,000	40,000
<b>Total 7043 · Professional Fees</b>	3,090	3,700	50,264	40,000	40,000
<b>7045 · Security</b>					
70451 · Alarm Service	0		2,257		
7406 · SECURITY NORTH	0		1,705		
<b>7045 · Security - Other</b>	2,231	2,200	16,368	22,000	22,000
<b>Total 7045 · Security</b>	2,231	2,200	20,330	22,000	22,000
<b>7059 · Publications and Legal Notices</b>					
70591 · Membership Dues	0		4,696		
<b>7059 · Publications and Legal Notices - Other</b>	0	240	1,200	2,000	2,000
<b>Total 7059 · Publications and Legal Notices</b>	0	240	5,896	2,000	2,000
<b>7073 · Training / Education</b>					
7074 · Transportation and Travel	0	380	5,590	5,000	5,000
70741 · Lodging	0		2,625		
70742 · Meal/Food Reimbursement	0		80		
<b>7074 · Transportation and Travel - Other</b>	0	240	1,733	2,000	2,000
<b>Total 7074 · Transportation and Travel</b>	0	240	4,438	2,000	2,000

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# Tulare Public Cemetery District Profit & Loss Budget Performance

June 2023

3:30 PM  
08/17/23  
Accrual Basis

	Jun 23	Budget	Jul '22 - Jun 23	YTD Budget	Annual Budget
<b>7081 - Utilities</b>					
77100 - SCE KERN ELECTRIC	805		7,618	0	0
77101 - SCE ELECTRIC NORTH	1,681		13,114	0	0
77200 - SO Cal Gas	29		2,475	0	0
77300 - Water, Sewer	3,285		27,823	0	0
779001 - Waste Disposal North	1,119		9,901	0	0
79000 - Waste Disposal Kern	2,207		12,808	0	0
7081 - Utilities - Other	0	6,100	535	71,000	71,000
<b>Total 7081 - Utilities</b>	9,126	6,100	74,274	71,000	71,000
<b>7090 - Vehicle Expense</b>	0	0	0	100	100
<b>7425 - Taxes</b>	1,427	250	2,856	3,000	3,000
<b>8000 - Land</b>	0	0	0	0	0
8001 - Graves Repurchase	0	2,500	17,700	30,000	30,000
8002 - Niches	0	2,100	22,995	25,000	25,000
8100 - Building and Improvements	24,201	3,800	25,133	50,000	50,000
<b>8300 - Equipment</b>					
8301 - Grounds Maintenance Equipment	0	11,200	108,650	130,000	130,000
8300 - Equipment - Other	0	0	0	0	0
<b>Total 8300 - Equipment</b>	0	11,200	108,650	130,000	130,000
<b>Total Expense</b>	130,597	135,135	1,465,143	1,613,100	1,613,100
<b>Net Ordinary Income</b>	-31,758	1,605	-61,330	36,600	36,600
<b>Other Income/Expense</b>					
Other Income					
9100 - Endowment - 773					
9101 - Endowment Revenue - Current Serv	8,949	6,250	114,798	75,000	75,000
9102 - Interest Income - Endowment 773	12,354	2,500	36,661	30,000	30,000
9100 - Endowment - 773 - Other	0	0	0	0	0
<b>Total 9100 - Endowment - 773</b>	21,303	8,750	151,459	105,000	105,000
<b>9200 - Fund for Future Expansion - 807</b>					
9201 - Fund for Future Expansion - 807	0	1,087	13,000	13,000	13,000
9203 - Rent and Concessions - 807	2,881	163	5,562	2,000	2,000
9204 - Future Expansion Current Serv	2,934	4,000	20,870	48,000	48,000
<b>Total 9200 - Fund for Future Expansion - 807</b>	5,815	5,250	39,432	63,000	63,000
<b>9300 - Unreserved Funds - 817</b>					
9301 - Interest Income - 817	0	288	3,810	3,500	3,500
<b>Total 9300 - Unreserved Funds - 817</b>	0	288	3,810	3,500	3,500

# Tulare Public Cemetery District Profit & Loss Budget Performance

June 2023

	Jun 23	Budget	Jul '22 - Jun 23	YTD Budget	Annual Budget
9400 - Pre Need - 886					
9401 - Interest Income - 886	366		520		
Total 9400 - Pre Need - 886	366		520		
Total Other Income	27,484	14,288	195,221	171,500	171,500
Other Expense					
7432 - Appropriation for Contingencies	0	17,250	0	208,100	208,100
Total Other Expense	0	17,250	0	208,100	208,100
Net Other Income	27,484	-2,962	195,221	-36,600	-36,600
Net Income	-4,275	-1,357	133,891	0	0

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## Reconciliation Detail

10150 - Bank of The Sierra - CHK ACCT, Period Ending 06/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						63,724.67
Cleared Transactions						
Checks and Payments - 80 items						
Bill Pmt -Check	04/28/2023	3887	Sanchez Brothers	√	-640.00	-640.00
Bill Pmt -Check	05/11/2023	3908	PLOTBOX	√	-1,350.00	-1,990.00
Bill Pmt -Check	05/17/2023	3911	RT Dennis Accountancy	√	-11,700.00	-13,690.00
Bill Pmt -Check	05/17/2023	3913	Tulare County Counsel	√	-3,844.42	-17,534.42
Bill Pmt -Check	05/17/2023	3914	TULARE COUNTY ROLL-OFF	√	-820.00	-18,354.42
Check	05/19/2023	3917	<i>Employee Check</i>	√	-889.20	-19,243.62
Bill Pmt -Check	05/25/2023	3919	LABORMAX STAFFING	√	-2,577.70	-21,821.32
Bill Pmt -Check	05/31/2023	3922	LABORMAX STAFFING	√	-4,556.67	-26,377.99
Bill Pmt -Check	05/31/2023	3936	Barnes Memorials	√	-4,400.00	-30,777.99
Bill Pmt -Check	05/31/2023	3926	Herc Rentals, Inc.	√	-2,999.74	-33,777.73
Bill Pmt -Check	05/31/2023	3932	Uline, Inc.	√	-2,827.97	-36,605.70
Bill Pmt -Check	05/31/2023	3921	Azores Landscaping	√	-2,500.00	-39,105.70
Bill Pmt -Check	05/31/2023	3931	Sanchez Brothers	√	-1,850.00	-40,955.70
Bill Pmt -Check	05/31/2023	3929	Reed Shaffer	√	-1,767.98	-42,723.68
Bill Pmt -Check	05/31/2023	3935	Baker Supplies and Repairs -Bakersfield	√	-1,542.74	-44,266.42
Bill Pmt -Check	05/31/2023	3925	Ewing Irrigation Products Inc.	√	-1,147.92	-45,414.34
Bill Pmt -Check	05/31/2023	3923	California Business Machines	√	-1,064.49	-46,478.83
Bill Pmt -Check	05/31/2023	3927	MERE SECURE INC	√	-397.50	-46,876.33
Bill Pmt -Check	05/31/2023	3924	California Office Liquidators	√	-362.94	-47,239.27
Bill Pmt -Check	05/31/2023	3930	Roche Oil, Inc.	√	-193.73	-47,433.00
Bill Pmt -Check	05/31/2023	3928	Morris Levin & Son	√	-156.92	-47,589.92
Check	06/02/2023	EFT	Paychex of New York LLC	√	-13,608.82	-61,198.74
Bill Pmt -Check	06/02/2023	3933	Health Benefits Unit	√	-6,733.50	-67,932.24
Check	06/02/2023	EFT	Paychex of New York LLC	√	-3,992.68	-71,924.92
Bill Pmt -Check	06/02/2023	EFT	CALPERS	√	-2,933.40	-74,858.32
Bill Pmt -Check	06/02/2023	3934	Tulare Irrigation District	√	-1,427.10	-76,285.42
Check	06/02/2023	EFT	Paychex of New York LLC	√	-293.50	-76,578.92
Check	06/02/2023	EFT	Paychex of New York LLC	√	-258.45	-76,837.37
Bill Pmt -Check	06/05/2023	3950	NUTRIEN AG SOLUTIONS, INC	√	-3,068.30	-79,905.67
Bill Pmt -Check	06/05/2023	EFT	CALPERS	√	-2,634.28	-82,539.95
Bill Pmt -Check	06/05/2023	3943	Christy Vault Co, Inc.	√	-2,386.00	-84,925.95
Bill Pmt -Check	06/05/2023	EFT	City of Tulare	√	-1,716.52	-86,642.47
Bill Pmt -Check	06/05/2023	3942	CAL Turf Equipment & Supply Inc.	√	-1,126.11	-87,768.58
Bill Pmt -Check	06/05/2023	3957	TULARE COUNTY ROLL-OFF	√	-820.00	-88,588.58
Bill Pmt -Check	06/05/2023	3949	Linder Equip CO.	√	-755.13	-89,343.71
Bill Pmt -Check	06/05/2023	3954	Roche Oil, Inc.	√	-594.42	-89,938.13
Bill Pmt -Check	06/05/2023	3946	Home Depot Cedit Services	√	-452.09	-90,390.22
Bill Pmt -Check	06/05/2023	3938	AGUILAR, ALBERTO	√	-350.00	-90,740.22
Bill Pmt -Check	06/05/2023	3952	Ramos, Carlos	√	-350.00	-91,090.22
Bill Pmt -Check	06/05/2023	3958	Waste Management/USA Waste	√	-318.28	-91,408.50
Bill Pmt -Check	06/05/2023	3941	Baker Supplies and Repairs- Los Banos	√	-303.10	-91,711.60
Bill Pmt -Check	06/05/2023	3951	Pacific Employers	√	-297.00	-92,008.60
Bill Pmt -Check	06/05/2023	3948	Leaf	√	-210.36	-92,218.96
Bill Pmt -Check	06/05/2023	3945	Ewing Irrigation Products Inc.	√	-143.01	-92,361.97
Bill Pmt -Check	06/05/2023	3956	Tulare County Counsel	√	-107.10	-92,469.07
Bill Pmt -Check	06/05/2023	3953	Res Com Pest Control	√	-100.00	-92,569.07
Bill Pmt -Check	06/05/2023	3940	AT & T Mobility	√	-49.06	-92,618.13
Bill Pmt -Check	06/05/2023	3955	TF Tire & Service / Tulare Firestone Inc.	√	-43.00	-92,661.13
Bill Pmt -Check	06/06/2023	EFT	CALPERS	√	-2,380.52	-95,041.65
Bill Pmt -Check	06/09/2023	3937	Barnes Memorials	√	-4,800.00	-99,841.65
Bill Pmt -Check	06/11/2023	EFT	AT & T Internet	√	-70.00	-99,911.65
Bill Pmt -Check	06/12/2023	3959	Triple Crown Fence Co. Inc.	√	-24,201.00	-124,112.65
Bill Pmt -Check	06/12/2023	3967	Christy Vault Co, Inc.	√	-4,508.00	-128,620.65
Bill Pmt -Check	06/12/2023	3962	Element Security Solutions, Inc.	√	-2,199.75	-130,820.40
Bill Pmt -Check	06/12/2023	3965	Andy Hinojosa III CPA	√	-1,725.00	-132,545.40

## Reconciliation Detail

10150 - Bank of The Sierra - CHK ACCT, Period Ending 06/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
Bill Pmt -Check	06/12/2023	3966	Andy Hinojosa III CPA	√	-1,355.00	-133,900.40
Bill Pmt -Check	06/12/2023	3964	Roche Oil, Inc.	√	-574.26	-134,474.66
Bill Pmt -Check	06/12/2023	3960	Office Depot	√	-268.68	-134,743.34
Bill Pmt -Check	06/12/2023	3961	Cintas First Aid Safety	√	-179.00	-134,922.34
Bill Pmt -Check	06/12/2023	3969	AGUILAR, ALBERTO	√	-100.00	-135,022.34
Bill Pmt -Check	06/12/2023	3968	AT & T Mobility	√	-89.49	-135,111.83
Bill Pmt -Check	06/12/2023	3970	AGUILAR, ALBERTO	√	-25.00	-135,136.83
Bill Pmt -Check	06/13/2023	3972	Affordable Funeral Supply, LLC	√	-988.55	-136,125.38
Bill Pmt -Check	06/13/2023	3973	Morris Levin & Son	√	-805.70	-136,931.08
Bill Pmt -Check	06/13/2023	3971	California Business Machines	√	-582.01	-137,513.09
Bill Pmt -Check	06/13/2023	3974	NUTRIEN AG SOLUTIONS, INC	√	-120.68	-137,633.77
Bill Pmt -Check	06/13/2023	3975	Pinnacle Technology	√	-82.74	-137,716.51
Check	06/15/2023	EFT	Paychex of New York LLC	√	-13,906.12	-151,622.63
Check	06/15/2023	EFT	Paychex of New York LLC	√	-3,721.48	-155,344.11
Check	06/16/2023	EFT	Paychex of New York LLC	√	-248.00	-155,592.11
Bill Pmt -Check	06/20/2023	EFT	Southern California Edison	√	-1,714.32	-157,306.43
Check	06/20/2023	EFT	AT & T Phone's	√	-166.50	-157,472.93
Bill Pmt -Check	06/25/2023	EFT	AT & T Phone's	√	-225.62	-157,698.55
Bill Pmt -Check	06/26/2023	EFT	AT & T Phone's	√	-256.43	-157,954.98
Bill Pmt -Check	06/29/2023	EFT	CALPERS	√	-2,260.86	-160,215.84
Check	06/30/2023	EFT	Paychex of New York LLC	√	-14,194.21	-174,410.05
Check	06/30/2023	EFT	Paychex of New York LLC	√	-4,327.51	-178,737.56
Check	06/30/2023	10586	Employee Check	√	-1,207.40	-179,944.96
Check	06/30/2023	EFT	Paychex of New York LLC	√	-123.69	-180,068.65
Bill Pmt -Check	06/30/2023	EFT	Positive Pay - Bank of Sierra	√	-45.00	-180,113.65
Total Checks and Payments					-180,113.65	-180,113.65
<b>Deposits and Credits - 23 items</b>						
Deposit	06/01/2023			√	15,000.00	15,000.00
Deposit	06/16/2023			√	3,010.09	18,010.09
Deposit	06/16/2023			√	4,594.44	22,604.53
Deposit	06/16/2023			√	5,335.19	27,939.72
Deposit	06/16/2023			√	8,030.03	35,969.75
Deposit	06/16/2023			√	26,679.41	62,649.16
Deposit	06/16/2023			√	31,681.70	94,330.86
Deposit	06/22/2023			√	4,368.23	98,699.09
Deposit	06/22/2023			√	8,633.92	107,333.01
Deposit	06/29/2023			√	1,210.69	108,543.70
Deposit	06/29/2023			√	1,883.87	110,427.57
Deposit	06/29/2023			√	4,206.95	114,634.52
Deposit	06/29/2023			√	23,353.91	137,988.43
Total Deposits and Credits					137,988.43	954,130.43
Total Cleared Transactions					-42,125.22	774,016.78
Cleared Balance					-42,125.22	21,599.45
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 6 items</b>						
Bill Pmt -Check	06/05/2023	3947	Johnson Controls Fire Protection LP		-267.73	-267.73
Bill Pmt -Check	06/13/2023	3976	PLOTBOX		-1,350.00	-1,617.73
Check	06/16/2023	10575	Employee Check		-47.01	-1,664.74
Check	06/16/2023	10580	Employee Check		-41.92	-1,706.66
Bill Pmt -Check	06/22/2023	3980	LABORMAX STAFFING		-1,093.05	-2,799.71
Check	06/30/2023	3998	Natasha Garcia		-54.13	-2,853.84
Total Checks and Payments					-2,853.84	-2,853.84
Total Uncleared Transactions					-2,853.84	-2,853.84
Register Balance as of 06/30/2023					-44,979.06	18,745.61

## Reconciliation Detail

10500 - Cash in Treasury (772), Period Ending 06/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						<b>341,687.79</b>
<b>Cleared Transactions</b>						
<b>Checks and Payments - 16 items</b>						
Invoice	05/25/2023	14868 pvq	TULARE COUNTY PVQ	√	-15,000.00	-15,000.00
Invoice	06/07/2023	14874 pvq	TULARE COUNTY PVQ	√	-26,679.41	-41,679.41
Invoice	06/07/2023	148689 pvq	TULARE COUNTY PVQ	√	-17,000.00	-58,679.41
Invoice	06/07/2023	148689 pvq	TULARE COUNTY PVQ	√	-14,681.70	-73,361.11
Invoice	06/07/2023	14872 pvq	TULARE COUNTY PVQ	√	-8,030.03	-81,391.14
Invoice	06/07/2023	14870 pvq	TULARE COUNTY PVQ	√	-5,335.19	-86,726.33
Invoice	06/07/2023	14873 pvq	TULARE COUNTY PVQ	√	-4,594.44	-91,320.77
Invoice	06/07/2023	14871 pvq	TULARE COUNTY PVQ	√	-3,010.09	-94,330.86
Invoice	06/15/2023	14869 pvq	TULARE COUNTY PVQ	√	-8,633.92	-102,964.78
Invoice	06/15/2023	14876 pvq	TULARE COUNTY PVQ	√	-4,368.23	-107,333.01
Invoice	06/22/2023	14877	TULARE COUNTY PVQ	√	-20,000.00	-127,333.01
Invoice	06/22/2023	14880	TULARE COUNTY PVQ	√	-4,206.95	-131,539.96
Invoice	06/22/2023	14877	TULARE COUNTY PVQ	√	-2,260.86	-133,800.82
Invoice	06/22/2023	14879	TULARE COUNTY PVQ	√	-1,883.87	-135,684.69
Invoice	06/22/2023	114878	TULARE COUNTY PVQ	√	-1,210.69	-136,895.38
Invoice	06/22/2023	14877	TULARE COUNTY PVQ	√	-1,093.05	-137,988.43
Total Checks and Payments					<u>-137,988.43</u>	<u>-137,988.43</u>
<b>Deposits and Credits - 9 items</b>						
Transfer	06/05/2023			√	3,690.63	3,690.63
Transfer	06/06/2023			√	2,962.50	6,653.13
Deposit	06/16/2023		Deposit	√	30.33	6,683.46
Transfer	06/21/2023			√	50,051.31	56,734.77
Transfer	06/26/2023			√	150.00	56,884.77
Transfer	06/26/2023			√	11,088.34	67,973.11
Deposit	06/30/2023		Interest	√	2,095.43	70,068.54
Deposit	06/30/2023		Deposit	√	2,689.31	72,757.85
Deposit	06/30/2023		Tax Apportionment	√	3,357.42	76,115.27
Total Deposits and Credits					<u>76,115.27</u>	<u>76,115.27</u>
Total Cleared Transactions					<u>-61,873.16</u>	<u>-61,873.16</u>
Cleared Balance					<u>-61,873.16</u>	<u>279,814.63</u>
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 2 items</b>						
Invoice	06/29/2023	14881	TULARE COUNTY PVQ		-5,181.35	-5,181.35
Invoice	06/29/2023	14882	TULARE COUNTY PVQ		-3,109.10	-8,290.45
Total Checks and Payments					<u>-8,290.45</u>	<u>-8,290.45</u>
Total Uncleared Transactions					<u>-8,290.45</u>	<u>-8,290.45</u>
Register Balance as of 06/30/2023					<u>-70,163.61</u>	<u>271,524.18</u>

## Reconciliation Detail

10600 · Endowment - Reserved (773), Period Ending 06/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						<b>1,824,060.20</b>
<b>Cleared Transactions</b>						
<b>Deposits and Credits - 5 items</b>						
Transfer	06/05/2023			√	545.00	545.00
Transfer	06/21/2023			√	4,288.00	4,833.00
Transfer	06/26/2023			√	195.00	5,028.00
Transfer	06/26/2023			√	1,572.00	6,600.00
Deposit	06/30/2023		Deposit	√	12,353.71	18,953.71
<b>Total Deposits and Credits</b>					<b>18,953.71</b>	<b>18,953.71</b>
<b>Total Cleared Transactions</b>					<b>18,953.71</b>	<b>18,953.71</b>
<b>Cleared Balance</b>					<b>18,953.71</b>	<b>1,843,013.91</b>
<b>Register Balance as of 06/30/2023</b>					<b>18,953.71</b>	<b>1,843,013.91</b>
<b>Ending Balance</b>					<b>18,953.71</b>	<b>1,843,013.91</b>



## Reconciliation Detail

10700 · Cash in Expansion Account (807), Period Ending 06/30/2023

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
<b>Beginning Balance</b>							<b>167,399.13</b>
<b>Cleared Transactions</b>							
<b>Deposits and Credits - 6 items</b>							
Transfer		06/06/2023			√	150.00	150.00
Transfer		06/06/2023			√	450.00	600.00
Transfer		06/21/2023			√	2,700.00	3,300.00
Transfer		06/26/2023			√	150.00	3,450.00
Transfer		06/26/2023			√	600.00	4,050.00
Deposit		06/30/2023		Deposit	√	1,115.37	5,165.37
<b>Total Deposits and Credits</b>						<b>5,165.37</b>	<b>5,165.37</b>
<b>Total Cleared Transactions</b>						<b>5,165.37</b>	<b>5,165.37</b>
<b>Cleared Balance</b>						<b>5,165.37</b>	<b>172,564.50</b>
<b>Register Balance as of 06/30/2023</b>						<b>5,165.37</b>	<b>172,564.50</b>
<b>Ending Balance</b>						<b>5,165.37</b>	<b>172,564.50</b>

### Reconciliation Detail

10900 - Endowment - Unreserved (817), Period Ending 06/30/2023

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
Beginning Balance							259,766.95
Cleared Transactions							
Deposits and Credits - 1 item							
	Deposit	06/30/2023		Deposit	√	1,765.92	1,765.92
Total Deposits and Credits						<u>1,765.92</u>	<u>1,765.92</u>
Total Cleared Transactions						<u>1,765.92</u>	<u>1,765.92</u>
Cleared Balance						<u>1,765.92</u>	<u>261,532.87</u>
Register Balance as of 06/30/2023						<u>1,765.92</u>	<u>261,532.87</u>
Ending Balance						<u>1,765.92</u>	<u>261,532.87</u>

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## Reconciliation Detail

10950 · Pre-Need Payment Plan (886), Period Ending 06/30/2023

	Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance							58,771.83
Cleared Transactions							
Deposits and Credits - 9 items							
	Transfer	06/05/2023			√	627.63	627.63
	Transfer	06/05/2023			√	2,400.00	3,027.63
	Transfer	06/08/2023			√	1,082.28	4,109.91
	Transfer	06/21/2023			√	232.74	4,342.65
	Transfer	06/21/2023			√	2,663.00	7,005.65
	Transfer	06/26/2023			√	866.00	7,871.65
	Transfer	06/26/2023			√	1,384.05	9,255.70
	Transfer	06/26/2023			√	4,244.44	13,500.14
	Deposit	06/30/2023		Deposit	√	365.58	13,865.72
Total Deposits and Credits						13,865.72	13,865.72
Total Cleared Transactions						13,865.72	13,865.72
Cleared Balance						13,865.72	72,637.55
Register Balance as of 06/30/2023						13,865.72	72,637.55
Ending Balance						13,865.72	72,637.55



HEALTH AND SAFETY CODE - HSC

DIVISION 8. CEMETERIES [8100 - 9703] ( Division 8 enacted by Stats. 1939, Ch. 60. )

PART 3. PRIVATE CEMETERIES [8250 - 8829] ( Part 3 enacted by Stats. 1939, Ch. 60. )

CHAPTER 5. Endowment and Special Care [8700 - 8785] ( Heading of Chapter 5 amended by Stats. 1951, Ch. 176. )

ARTICLE 2. Care of Active Cemeteries [8725 - 8748] ( Article 2 enacted by Stats. 1939, Ch. 60. )

8738. (a) For purposes of this section, "net price" means the retail price less any discounts the cemetery provides to consumers for the purchase of an interment space.

(b) An endowment care cemetery is one which has deposited in its endowment care fund the minimum amounts heretofore required by law and shall hereafter have deposited in its endowment care fund at the time of or not later than completion of the initial sale not less than the following amounts for plots sold or disposed of:

(1) Either 6 percent of net price or two hundred dollars (\$200), whichever is greater, with a required deposit not to exceed six thousand dollars (\$6,000), for each grave.

(2) Either 6 percent of net price or one hundred dollars (\$100), whichever is greater, with a required deposit not to exceed six thousand dollars (\$6,000), for each niche.

(3) Either 6 percent of net price or two hundred dollars (\$200), whichever is greater, with a required deposit not to exceed six thousand dollars (\$6,000), for each crypt.

(4) Either 6 percent of net price or one hundred dollars (\$100), whichever is greater, for the cremated or hydrolyzed remains of each deceased person scattered in the cemetery at a garden or designated open area that is not an interment site subject to paragraph (1).

(c) This section shall become operative on January 1, 2023.

(d) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

(Repealed (in Sec. 5) and added by Stats. 2021, Ch. 442, Sec. 6. (AB 651) Effective January 1, 2022. Operative January 1, 2023, by its own provisions. Repealed as of January 1, 2024, by its own provisions. See later operative version added by Sec. 7 of Stats. 2021, Ch. 442.)

8738. (a) For purposes of this section, "net price" means the retail price less any discounts the cemetery provides to consumers for the purchase of an interment space.

(b) An endowment care cemetery is one which has deposited in its endowment care fund the minimum amounts heretofore required by law and shall hereafter have deposited in its endowment care fund at the time of or not later than completion of the initial sale not less than the following amounts for plots sold or disposed of:

(1) Either 10 percent of net price or two hundred fifty dollars (\$250), whichever is greater, with a required deposit not to exceed ten thousand dollars (\$10,000), for each grave.

(2) Either 10 percent of net price or one hundred fifty dollars (\$150), whichever is greater, with a required deposit not to exceed ten thousand dollars (\$10,000), for each niche.

(3) Either 10 percent of net price or two hundred fifty dollars (\$250), whichever is greater, with a required deposit not to exceed ten thousand dollars (\$10,000), for each crypt.

(4) Either 10 percent of net price or one hundred fifty dollars (\$150), whichever is greater, for the cremated or hydrolyzed remains of each deceased person scattered in the cemetery at a garden or designated open area that is not an interment site subject to paragraph (1).

(b) The district has an endowment care fund that requires a contribution for every interment of at least the minimum amount set pursuant to Sections 8738, 9065, and 9068.

(c) The district requires the payment of a nonresident fee set pursuant to Section 9068.

*(Added by Stats. 2016, Ch. 242, Sec. 1. (AB 1658) Effective January 1, 2017.)*

**9063.5.** Notwithstanding Section 9060, the Elsinore Valley Cemetery District may use the portion of its cemetery formerly known as Home of Peace for up to a total of 536 interments, for interment in the ground of any person who meets the criteria for burial in that area but is not a resident of the district if all of the following apply:

(a) The board of trustees determines that the cemetery has adequate space for the foreseeable future.

(b) The district has an endowment care fund that requires at least the minimum payment set pursuant to Section 9065.

(c) The district requires the payment of a nonresident fee set pursuant to Section 9068.

*(Added by Stats. 2010, Ch. 40, Sec. 1. (AB 1969) Effective January 1, 2011.)*

**9063.7.** Notwithstanding Section 9060, the Davis Cemetery District may use its cemetery at 820 Pole Line Road, Davis, for up to a total of 500 interments, for interment in the ground of any person who is not a resident or a property taxpayer of the district if all of the following apply:

(a) The board of trustees determines that the cemetery has adequate space for the foreseeable future.

(b) The district has an endowment care fund that requires at least the minimum payment set pursuant to Section 9065.

(c) The district requires the payment of a nonresident fee set pursuant to Section 9068.

*(Added by Stats. 2011, Ch. 111, Sec. 1. (AB 966) Effective January 1, 2012.)*

**9063.9.** Notwithstanding Sections 9060 and 9061, the Cottonwood Cemetery District in Shasta County, the Anderson Cemetery District in Shasta County, the Halcumb Cemetery District in Shasta County, the Kern River Valley Cemetery District in Kern County, and the Silveyville Cemetery District in Solano County may use their cemeteries for up to a total of 400 interments each, not to exceed 40 interments each per calendar year, for interment in the ground or a columbarium of any person who is not a resident or a property taxpayer of any cemetery district, and who does not qualify for that interment pursuant to Section 9061, if all of the following apply:

(a) The board of trustees determines that the district's cemetery has adequate space for the foreseeable future.

(b) The district has an endowment care fund that requires a contribution for every interment of at least the minimum amount set pursuant to Sections 8738 and 9065.

(c) The district requires the payment of a nonresident fee set pursuant to Section 9068.

*(Amended by Stats. 2014, Ch. 276, Sec. 1. (SB 1291) Effective January 1, 2015.)*

**9064.** (a) The board of trustees shall cause to be prepared and maintained accurate and current records of:

(1) The cemeteries owned by the district, showing the location of the sites where persons have acquired interment rights, including the names and addresses of the persons who have acquired these interment rights, and the location of plots where interment rights are available for acquisition.

(2) All remains interred in cemeteries owned by the district, including the name of each person, his or her age at the time of death, place of death, date of interment, the interment plot, and the name and address of the funeral director.

(b) A district may keep the records required by this section in their original form or by any other method that can produce an accurate reproduction of the original record.

*(Added by Stats. 2003, Ch. 57, Sec. 5. Effective January 1, 2004.)*

**9065.** (a) The board of trustees shall create an endowment care fund.

(b) The board of trustees shall require a payment into the endowment care fund for each interment right sold. The amount of the payment shall be not less than the minimum amounts set by Section 8738.

(c) The board of trustees may require a payment into the endowment care fund for each interment where no payment has previously been made. The amount of the payment shall be not less than the minimum amounts set by Section 8738.

(d) The board of trustees may pay into the endowment care fund any money from the district's general fund and from any other sources which is necessary or expedient to provide for the endowment care of the cemeteries owned by the district.

(e) The board of trustees shall not spend the principal of the endowment care fund.

(f) The board of trustees shall cause the income from the endowment care fund to be deposited in an endowment income fund and spent solely for the care of the cemeteries owned by the district.

*(Added by Stats. 2003, Ch. 57, Sec. 5. Effective January 1, 2004.)*

**9066.** The board of trustees shall cause the principal of the endowment care fund to be invested and reinvested in any of the following:

(a) Securities and obligations designated by Section 53601 of the Government Code.

(b) Obligations of the United States or obligations for which the faith and credit of the United States are pledged for the payment of principal and interest. These shall not be limited to maturity dates of one year or less.

(c) Obligations issued under authority of law by any county, municipality, or school district in this state for which are pledged the faith and credit of that county, municipality, or school district for the payment of principal and interest, if within 10 years immediately preceding the investment that county, municipality, or school district was not in default for more than 90 days in the payment of principal or interest upon any legally authorized obligations issued by it.

(d) Obligations of the State of California or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.

(e) Interest-bearing obligations issued by a corporation organized under the laws of any state, or of the United States, provided that they bear a Standard and Poor's financial rating of AAA at the time of the investment.

(f) Certificates of deposit or other interest-bearing accounts in any state or federally chartered bank or savings association, the deposits of which are insured by the Federal Deposit Insurance Corporation.

*(Amended by Stats. 2009, Ch. 332, Sec. 75.4. (SB 113) Effective January 1, 2010.)*

**9067.** The board of trustees may cause the funds deposited in the endowment income fund pursuant to subdivision (f) of Section 9065 that are not required for the immediate care of the cemeteries owned by the district to be invested in the securities and obligations designated by Section 53601 of the Government Code.

*(Added by Stats. 2003, Ch. 57, Sec. 5. Effective January 1, 2004.)*

**9068.** (a) The board of trustees shall adopt a schedule of fees for interments in cemeteries owned by the district and for other necessary and convenient services.

(b) The board of trustees shall also adopt a schedule of fees for nonresidents. The board of trustees shall set these fees at an amount that at least equals the amount of fees charged to residents or taxpayers and shall include a nonresident fee of at least 15 percent of that amount.

*(Added by Stats. 2003, Ch. 57, Sec. 5. Effective January 1, 2004.)*

**9069.** (a) A district may seek the abandonment of an interment plot in a cemetery owned by the district pursuant to this section.

(b) The board of trustees shall file a petition with the superior court of the principal county which contains all of the following:

(1) An identification of the interment plot that the district desires to be declared abandoned.

(2) A statement that the district has made a diligent search to locate the present owner of the interment plot.

(3) A statement that the present owner of the interment plot is unknown to the district.

(4) A statement that, to the best knowledge of the district, at least 50 years have passed since any portion of the interment plot has been used for interment purposes.



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**HEALTH AND SAFETY CODE - HSC**

**DIVISION 8. CEMETERIES [8100 - 9703]** ( *Division 8 enacted by Stats. 1939, Ch. 60.* )

**PART 4. PUBLIC CEMETERY DISTRICTS [9000 - 9093]** ( *Part 4 repealed and added by Stats. 2003, Ch. 57, Sec. 5.* )

**CHAPTER 5. Interments [9060 - 9069]** ( *Chapter 5 added by Stats. 2003, Ch. 57, Sec. 5.* )

**9060.** (a) A district shall limit interment in a cemetery owned by the district to interment in the ground, in columbariums, and in mausoleums, as provided in this part.

(b) A district shall limit interments to:

- (1) Persons who are residents of the district.
- (2) Persons who are former residents of the district and who acquired interment rights while they were residents of the district.
- (3) Persons who pay property taxes on property located in the district.
- (4) Persons who formerly paid property taxes on property located in the district and who acquired interment rights while they paid those property taxes.
- (5) Eligible nonresidents of the district, as provided in this chapter.
- (6) Persons who are family members of any person described in this subdivision.

(*Added by Stats. 2003, Ch. 57, Sec. 5. Effective January 1, 2004.*)

**9061.** (a) A district may inter a person who is not a resident of the district or a person who does not pay property taxes on property located in the district in a cemetery owned by the district if all of the following apply:

- (1) The district has an endowment care fund that requires at least the minimum payment set pursuant to Section 9065.
- (2) The district requires the payment of a nonresident fee set pursuant to Section 9068. A board of trustees may adopt a written policy that permits waiving the payment of the nonresident fee for a nonresident who had purchased an interment right while a resident or a taxpayer.
- (3) The person meets the conditions listed in one or more of subdivisions (b) through (e).

(b) A person is an eligible nonresident pursuant to paragraph (5) of subdivision (b) of Section 9060 if the person is a family member of a person who is already interred in a cemetery owned by the district or is a family member of a person who has acquired interment rights in a cemetery owned by a district.

(c) A person is an eligible nonresident pursuant to paragraph (5) of subdivision (b) of Section 9060 if all of the following apply:

- (1) The person was a resident of the district or paid property taxes on property located in the district for continuous period of at least five years, a portion of which time period shall have occurred within the 10 years immediately before the person's death.

(2) The district receives a written request for the interment of the person from a person who is a resident of the district or who pays property taxes on property located within the district, and the person submitting the written request is not a trustee, officer, or employee of the district and is not a funeral director or an employee of a funeral director.

(3) The board of trustees determines that the cemetery has adequate space for the foreseeable future.

(d) A person is an eligible nonresident pursuant to paragraph (5) of subdivision (b) of Section 9060 if all of the following apply:

(1) The person was a resident of this state at the time of death.

(2) There is no private cemetery within a straight-line radius of 15 miles of the person's residence.

(3) There is no private cemetery nearer to the person's residence than the nearest cemetery owned by the district.

(4) The distances shall be measured in a straight line from the person's residence to the nearest private cemetery and the nearest cemetery owned by the district.

(e) A person is an eligible nonresident pursuant to paragraph (5) of subdivision (b) of Section 9060 if all of the following apply:

(1) The person died while either:

(A) Serving in the Armed Forces or the active militia, or

(B) In the line of duty as a peace officer or firefighter.

(2) The board of trustees determines that the cemetery has adequate space for the foreseeable future.

*(Added by Stats. 2003, Ch. 57, Sec. 5. Effective January 1, 2004.)*

**9062.** Notwithstanding Section 9060, the board of trustees may contract with any county in which the district is located to inter persons for whose interment the county is responsible pursuant to Chapter 10 (commencing with Section 27460) of Division 2 of Title 3 of the Government Code or Chapter 3 (commencing with Section 7100) of Part 1 of Division 7 of this code, if all of the following apply:

(a) The board of trustees determines that the cemetery has adequate space for the foreseeable future.

(b) The district has an endowment care fund that requires at least the minimum payment set pursuant to Section 9065.

(c) The contract requires the county to pay the costs of the interment, including a payment to the district's endowment care fund.

*(Added by Stats. 2003, Ch. 57, Sec. 5. Effective January 1, 2004.)*

**9063.** Notwithstanding Section 9060, the Oroville Cemetery District may use its cemetery on Feather River Boulevard, north of Oro Dam Boulevard for up to a total of 100 interments, for interment in the ground of any person who is not a resident of the district if all of the following apply:

(a) The board of trustees determines that the cemetery has adequate space for the foreseeable future.

(b) The district has an endowment care fund that requires at least the minimum payment set pursuant to Section 9065.

(c) The district requires the payment of a nonresident fee set pursuant to Section 9068.

*(Added by Stats. 2003, Ch. 57, Sec. 5. Effective January 1, 2004.)*

**9063.3.** Notwithstanding Sections 9060 and 9061, the Happy Homestead Cemetery District located in the City of South Lake Tahoe in the County of El Dorado may inter residents of the Nevada communities of Glenbrook, Cave Rock, Skyland, Zephyr Cove, Round Hill, Elk Point, Kingsbury, and Stateline in the cemeteries in the district if all of the following apply:

(a) The Happy Homestead Cemetery District Board of Trustees determines that the district's cemeteries have adequate space for the foreseeable future.





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**HEALTH AND SAFETY CODE - HSC**

**DIVISION 7. DEAD BODIES [7000 - 8030]** (*Division 7 enacted by Stats. 1939, Ch. 60.*)

**PART 2. DISINTERMENT AND REMOVAL [7500 - 8030]** (*Part 2 enacted by Stats. 1939, Ch. 60.*)

**CHAPTER 1. General Provisions [7500 - 7528]** (*Chapter 1 enacted by Stats. 1939, Ch. 60.*)

**ARTICLE 2. Consent to Removal [7525 - 7528]** (*Article 2 enacted by Stats. 1939, Ch. 60.*)

**7525.** The remains of a deceased person may be removed from a plot in a cemetery with the consent of the cemetery authority and the written consent of one of the following in the order named:

- (a) The surviving spouse.
- (b) The surviving children.
- (c) The surviving parents.
- (d) The surviving brothers or sisters.

(*Enacted by Stats. 1939, Ch. 60.*)

**7526.** If the required consent can not be obtained, permission by the superior court of the county where the cemetery is situated is sufficient.

(*Enacted by Stats. 1939, Ch. 60.*)

**7527.** Notice of application to the court for such permission shall be given, at least ten days prior thereto, personally, or at least fifteen days prior thereto if by mail, to the cemetery authority and to the persons not consenting, and to every other person or association on whom service of notice may be required by the court.

(*Enacted by Stats. 1939, Ch. 60.*)

**7528.** This article does not apply to or prohibit the removal of any remains from one plot to another in the same cemetery or the removal of remains by a cemetery authority from a plot for which the purchase price is past due and unpaid, to some other suitable place; nor does it apply to the disinterment of remains upon order of court or coroner.

(*Enacted by Stats. 1939, Ch. 60.*)



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**HEALTH AND SAFETY CODE - HSC**

**DIVISION 8. CEMETERIES [8100 - 9703]** ( *Division 8 enacted by Stats. 1939, Ch. 60.* )

**PART 4. PUBLIC CEMETERY DISTRICTS [9000 - 9093]** ( *Part 4 repealed and added by Stats. 2003, Ch. 57, Sec. 5.* )

**CHAPTER 5.5. Interment Rights [9069.10 - 9069.40]** ( *Chapter 5.5 added by Stats. 2016, Ch. 592, Sec. 2.* )

**9069.10.** An interment right does not include the right for disinterment of human remains except on consent of the cemetery district and the written consent of the surviving spouse, child, parent, or sibling, in that order of priority. ( *Added by Stats. 2016, Ch. 592, Sec. 2. (SB 1179) Effective January 1, 2017.* )

**9069.15.** (a) This chapter does not apply to, or prohibit, the removal of remains from one plot to another in the same cemetery or the removal of remains by a cemetery district upon the written order of any of the following:

- (1) The superior court of the county in which the cemetery is located.
- (2) The coroner having jurisdiction of the location of the cemetery.
- (3) The health department having jurisdiction of the cemetery.

(b) The cemetery district shall maintain a duplicate copy of an order pursuant to subdivision (a).

(c) The cemetery district shall retain a true and correct record of a removal of remains pursuant to subdivision (a) that includes all of the following:

- (1) The date the remains were removed.
- (2) The name and the age at death of the person whose remains were removed if available.
- (3) The cemetery and plot from which the remains were removed.
- (4) (A) If the removed remains are reinterred, the plot number, cemetery name, and location to which the remains were reinterred.  
  
(B) If the removed remains are disposed of other than by being reinterred, a record of the alternate disposition.
- (5) If the removed remains are reinterred at the cemetery, the date of reinterment.

(d) The person making the removal shall deliver to the cemetery district operating the cemetery from which the remains were removed a true, full, and complete copy of the record containing all of the information specified in subdivision (c).

( *Added by Stats. 2016, Ch. 592, Sec. 2. (SB 1179) Effective January 1, 2017.* )

**9069.20.** (a) An interment right provides a transferable property interest to the person listed as the owner in the records of the cemetery district, subject to any written designation to the contrary signed by the owner and deposited with the cemetery district, or to the owner's successor pursuant to either this section or subdivision (a) of Section 9069.25. An interment right shall not be construed as conferring title to the property burdened by the transferable property interest.

(b) The owner of record of an interment right may designate in writing the person or persons, other than the owner of record, who may be interred in the plot to which the owner holds the interment right.

(c) The owner of an interment right shall, at the time of purchase, designate a successor owner or owners of the interment right in a signed written designation deposited with the district.

(d) Use of an interment right transferred from the owner to a successor pursuant to subdivision (c) shall be made in compliance with applicable provisions of state and local law, and of applicable requirements or policies established by the district board of trustees.

*(Added by Stats. 2016, Ch. 592, Sec. 2. (SB 1179) Effective January 1, 2017.)*

**9069.25.** (a) If the owner of an interment right dies without making a valid and enforceable disposition of the interment right by a specific devise in a testamentary device, or by a written designation pursuant to subdivision (c) of Section 9069.20, the interment right shall pass according to the laws of intestate succession as set forth in Sections 6400 to 6413, inclusive, of the Probate Code. In the event that the owner has no heirs at law, the district shall follow the abandonment procedures established under Section 9069.

(b) A surviving spouse, registered domestic partner, child, parent, or heir who has an interment right pursuant to this section may waive that interment right in favor of any other relative of the deceased owner or spouse of a relative of the deceased owner.

*(Added by Stats. 2016, Ch. 592, Sec. 2. (SB 1179) Effective January 1, 2017.)*

**9069.30.** When a public cemetery district acts to transfer ownership rights or make an interment on the basis of the affidavit, given under penalty of perjury pursuant to Section 9069.35, the district, and any employee or trustee of the district, shall not be liable for any claims, losses, or damages asserted in any action unless the district had actual knowledge that the facts stated in writing are false.

*(Added by Stats. 2016, Ch. 592, Sec. 2. (SB 1179) Effective January 1, 2017.)*

**9069.35.** A person who purports to be the successor owner of an interment right shall execute a written affidavit declaring, under penalty of perjury, all of the following:

(a) He or she is the person entitled to succeed to the interment right pursuant to Section 9069.20.

(b) He or she has exerted all reasonable efforts to find other persons who may have an equal or higher claim to succeed to the interment right.

(c) He or she is unaware, to the best of his or her knowledge, of any opposition challenging his or her right to succeed to the interment right.

*(Added by Stats. 2016, Ch. 592, Sec. 2. (SB 1179) Effective January 1, 2017.)*

**9069.40.** Upon the sale to a person of a plot in a cemetery within a district, the district shall notify the purchaser, in writing, of any interment rights, that this chapter governs the succession of ownership of the interment rights, and the district's duly adopted policies, rules, and regulations governing the use, sale, or other transfer of interment rights.

*(Added by Stats. 2016, Ch. 592, Sec. 2. (SB 1179) Effective January 1, 2017.)*

July 26, 2023

Tulare Public Cemetery District  
Attn: Clara  
900 East Kern Ave  
Tulare, CA 93274

Case: PCM386296  
Acct/PIN#:608387

Clara,

Per our conversation on 07/24/2023, I've included a copy of Restitution Hearing for case PCM386286 and copy of payment history.

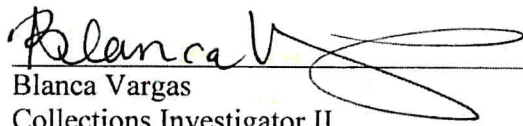
On December 29, 2019, Tulare Public Cemetery was granted restitution in the amount of \$10,094.31. Payments were ordered at \$100.00 per month.

Last payment on file is 11/10/2022 in the amount of \$130.00.

As of 07/26/2023, there is an active bench warrant for failure to show proof of restitution payments.

If you have any questions, feel free to contact me number listed below.

Thank you,

  
Blanca Vargas  
Collections Investigator II  
Tulare County Probation, Fiscal Division  
(559)608-9214



- Defendant referred to Probation for interview to determine  Drug Court  Recovery Court eligibility
- FDUT  FDV Suitability/ Sentencing Report  Recovery Court Referral Form given to defendant.
- Referred to Probation for  Restriction Report  OR bail report
- Defendant to Contact Probation to schedule interview.  Arrick Waiver Taken
- Defendant in custody, Probation to interview Defendant while in custody.
- Defendant  admits  denies  Probation  reinstated  terminated  revoked  extended
- under original terms and conditions. **JOP dismissed.**
- Defendant is referred to Walpath for a mental health evaluation pursuant to PC4011.6
- Counsel request defendant be evaluated pursuant to PC1368. Court appoints \_\_\_\_\_ to evaluate defendant
- Parties stipulate to an exchange of information between the program and the court.

**Restitution to Tulare Public Cemetery -**

**\$10,094.31. Defendant shows court proof of**

- Defendant to pay a fine in the sum of \$ \_\_\_\_\_ + SRFS \_\_\_\_\_ + \$ \_\_\_\_\_
- Defendant to pay \$ \_\_\_\_\_ for Court Operations Assessment fee.
- Defendant to pay \$ \_\_\_\_\_ for Attorney Fees.  Court finds no ability on attorney fees.
- All Fines and Fees to be paid  forthwith  in full on or before \_\_\_\_\_
- All Fines and Fees to be paid at \$ **100** per month commencing \_\_\_\_\_ and \$ \_\_\_\_\_ on a corresponding day of each month thereafter until paid in full.  Consecutive to case **Restitution \$100 per month enrollment, - pay Restitution at starting 1-15-20**
- Defendant to serve \_\_\_\_\_ days in jail, with credit for \_\_\_\_\_ Actual days plus \_\_\_\_\_ GT/WT days served.
- PC4019 (1/7) may credits to be imposed.  Sentence to be served  consecutively  concurrently with \_\_\_\_\_
- Stay of execution granted until \_\_\_\_\_ at \_\_\_\_\_ am  pm to be served at  DRC - Visalia
- DRC - Porterville TCSO  PTF  May do weekends  Take ID & Paperwork. Be on time.
- Contact SWAP immediately to enroll 235-1931.  Contact MONITOR to enroll 713-2825
- Enroll  Re-enroll and complete **60** volunteer hours at Tulare County Referral Program, to be completed by \_\_\_\_\_
- Contact Tulare County Referral Program at (559) 688-0539 or 219 N "M" St, Ste 105 Visalia - **enroll by 12-30-19**
- REMANDED Forthwith.  Bail \$ \_\_\_\_\_  REMANDED, Serving Time.
- Remain at liberty on bail  Released  Discharged as to this case  Released on OR  Remain on OR  Remain on Prob **complete**
- Court advises defendant he/she is prohibited from owning, purchasing, receiving, possessing or having in his/her custody or control any firearms, ammunition and ammunition feeding device including but not limited to magazines pursuant to PC§29810. **By 8-30-20.**
- Court orders defendant to relinquish all firearms pursuant to PC§29810  Prohibited Firearm Packet has been provided to the defendant in open court.  Mister is referred to Probation for Firearm Relinquishment Report
- Report to the Probation Department forthwith located on the  1<sup>st</sup> Floor  2<sup>nd</sup> Floor Room 206.
- CONDITIONS OF O.R. RELEASE:  Defendant not to use or possess drugs.
  - Defendant to submit to search of  person  residence  automobile.
  - Defendant to submit to  narcotic/chemical testing upon request of any peace officer.
  - To attend NA/AA Meetings.  Defendant to have no contact with victim in this case.
  - Defendant to report to Tulare County Adult Probation Dept. at  100 East Center, Visalia CA
  - Room 204 2<sup>nd</sup> Floor County Court House 221 S. Mooney Blvd, Visalia CA
- Pretrial release:  Requested  Granted  Denied  terminated  In Compliance  Not in Compliance
- Released on Supervised Own Recognizance  Defendant is to report at 1:00 PM the following business day to the Probation Office located at:
  - 3303 S. Fairway Street, Visalia, CA 93277 (559) 713-2825  1055 W. Henderson Avenue, Suite 7, Porterville, CA 93257 (559) 788-1330
- Defendant to remain on Supervised Own Recognizance.

**enrollment, - pay Restitution at starting 1-15-20**

**Pay at Probation Accounting**

**enroll by 12-30-19**

**complete By 8-30-20.**

**probation Accounting - 221 S. mooney Blvd. Room 204 Visalia CA 93291**

**RELEASE ON OWN RECOGNIZANCE**

DEFENDANT, BEING RELEASED ON HIS OWN RECOGNIZANCE PROMISES THAT: (1) He/She will appear at all times and places, as ordered by the court or magistrate and as ordered by any court in which, or any magistrate before whom, the charge is subsequently pending; (2) He/She will obey all reasonable conditions imposed by the court or magistrate; and (3) He/She will not depart this state without leave of the court. Defendant agrees to waive extradition if the defendant fails to appear as required and is apprehended outside of the State of California. Any court or magistrate of competent jurisdiction may revoke the order of release and either return him/her to custody, or require that he/she give bail or other assurance of his/her appearance as provided in the Penal Code. If he/she willfully fails to appear at a scheduled court appearance, he/she may be charged with the additional charge of Failure to Appear (Penal Code section 1320). If released on own recognizance on a misdemeanor charge, failure to appear may result in a separate misdemeanor charge which may result in an additional penalty of six months in jail and/or a thousand dollar (\$1,000.00) fine. If released on own recognizance on a felony charge, failure to appear may result in an additional penalty of imprisonment in a state prison, or in the county jail for not more than one year, and/or a five thousand dollar (\$5,000.00) fine, or both that fine and imprisonment. Defendant, by placing his/her signature below, acknowledges that he/she has read and understood the above promises and agreements he/she is making, and has been informed of the consequences and penalties applicable to violation of the conditions of release.

Executed at \_\_\_\_\_ by \_\_\_\_\_ Defendant:

Address \_\_\_\_\_

30

Prepared for:

Tulare Public Cemetry District  
 900 East Kern Ave  
 TULARE, CA 93274

Receipt Number	Post Date	Payment Method	Deposited	Cleared	Voided	Amount
754121	1/15/2020	Cash	1/15/2020			\$100.00
755325	2/14/2020	Cash	2/14/2020			\$300.00
756473	3/13/2020	Cash	3/13/2020			\$100.00
759501	5/20/2020	Cash	5/20/2020			\$100.00
760607	6/23/2020	Cash	6/23/2020			\$100.00
761554	7/20/2020	Cash	7/20/2020			\$100.00
762622	8/21/2020	Cash	8/21/2020			\$100.00
763596	9/24/2020	Cash	9/24/2020			\$100.00
764946	11/5/2020	Cash	11/5/2020			\$200.00
766395	1/6/2021	Credit Card	1/6/2021			\$200.00
767609	2/16/2021	Cash	2/16/2021			\$200.00
768522	3/17/2021	Cash	3/17/2021			\$200.00
769940	5/4/2021	Credit Card	5/4/2021			\$100.00
770555	5/26/2021	Credit Card	5/26/2021			\$100.00
771462	6/29/2021	Credit Card	6/29/2021			\$100.00
772018	7/28/2021	Cash	7/28/2021			\$100.00
772807	8/26/2021	Cash	8/26/2021			\$100.00
773093	9/21/2021	Cash	9/21/2021			\$100.00
774067	11/1/2021	Cash	11/1/2021			\$100.00
774539	11/23/2021	Cash	11/23/2021			\$100.00
775206	12/30/2021	Cash	12/30/2021			\$100.00
775949	2/10/2022	Credit Card	2/10/2022			\$100.00
778987	7/22/2022	Cash	7/22/2022			\$200.00
780858	11/10/2022	Credit Card	11/10/2022			\$130.00

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24 payment(s) for \$3,130.00  
 0 voided payment(s) for \$0.00  
 24 total payment(s) for \$3,130.00

31

AGRICULTURAL LEASE AGREEMENT

THIS AGRICULTURAL PROPERTY LEASE AGREEMENT ("LEASE") is entered into as of July 1, 2020, between the TULARE PUBLIC CEMETERY DISTRICT, a Special District of the State of California ("LESSOR") and STANLEY and DENISE CREELMAN, a married couple ("TENANT"). LESSOR and TENANT, who are each a "Party" and together are the "Parties" to this Lease, agree as follows:

1. LEASE. LESSOR leases to TENANT, and TENANT leases from LESSOR, 46.2 farmable acres in the City of Tulare, County of Tulare, State of California, hereinafter referred to as the "Premises" and more particularly described as:

The West half of the Northeast quarter of Section 27, Township 19 South, Range 24 East, Mount Diablo Base and Meridian, consisting of 46 acres, more or less.

Excepting therefrom, 7 acres located on the North portion of the property.

2. TERM/OPTION TO RENEW. The term of this Lease shall commence on the date this Lease is executed by both Parties, hereinafter referred to as the "Effective Date," and shall continue for four (4) years through four years from the execution (the "Initial Lease Term"). TENANT shall have the option to extend and renew the Initial Lease Term for two (2) additional, four (4) year periods each under the same terms and conditions (each an "Extended Lease Term"), subject to reductions in acreage and increases in the rental amount as specified below, by serving a written Notice of Exercise of the option to renew ("Notice of Exercise of Option") to LESSOR not less than ninety (90) days prior to the end of the then-current term of the Lease. Any option to renew is subject to LESSOR'S written approval, with LESSOR'S written approval or denial due to TENANT within forty-five (45) days of LESSOR'S receipt of TENANT'S Notice of Exercise of Option.

3. REDUCTION IN ACREAGE. Effective on any annual anniversary of the Effective Date during the Initial Lease Term or any Extended Lease Term, LESSOR may reduce the leased acreage by any amount deemed by LESSOR to be necessary for district purposes by giving TENANT written notice thereof at least ninety (90) days prior to the anniversary of the Effective Date. Any such reduction in acreage shall be accompanied by an equitable adjustment in the rent effective as of the anniversary of the Effective Date. Upon receiving notice of such reduction in acreage, TENANT may elect to terminate this Lease on the anniversary of the Effective Date by delivering a Notice of Intent to Terminate Lease to LESSOR, no less than thirty (30) days prior to the anniversary of the Effective Date.



4. **RENT.** The annual rental amount for the Premises shall be TWO HUNDRED AND EIGHTY TWO DOLLARS (\$282) per acre or THIRTEEN THOUSAND DOLLARS (\$13,000) per year, payable in advance, with the first year's rent payable to LESSOR in accordance with the advertised terms of bidding. Rent for the second and following years, including any Extended Lease Term, shall be paid to the LESSOR on each anniversary of the Effective Date.

Upon TENANT exercising an option to extend and renew this Lease, and LESSOR'S approval thereof, if any, the rent shall be increased by Twenty-five Dollars (\$25.00) per acre per year, beginning on the date that the option goes into effect and the Lease is extended.

5. **ACCEPTANCE.** TENANT'S taking possession of the Premises shall constitute TENANT'S acknowledgment that the Premises are accepted in "as is" condition.

6. **WATER:** TENANT acknowledges that use of the Premises is subject to the Sustainable Groundwater Management Act (SGMA) and shall comply with all related statutes, ordinances, and the applicable Groundwater Sustainability Plan (GSP) as published by the governing Groundwater Sustainability Agency (GSA).

7. **USE.** TENANT shall use the Premises for growing crops and shall not commit or permit waste, nuisance, or damage to the Premises. TENANT shall not create or maintain any nuisance and shall not cause damage or injury to other premises or to the person or property of others in the course of farming the Premises. TENANT understands the property is within the jurisdiction of the County of Tulare and shall comply with all ordinance codes, including but not limited to, those requiring weed abatement.

8. **APPLICATION OF AGRICULTURAL CHEMICALS; CONTAMINATION.** TENANT shall comply with all laws, statutes, ordinances, rules, regulations, or orders of federal, state, and local governments in the use and occupancy of the Premises, particularly with respect to the storage, use, or toxic substance spills of fertilizers, herbicides, pesticides, economic poisons, or other agricultural chemicals or toxic substances. TENANT shall promptly notify LESSOR of any pollution or contamination on the Premises caused by toxic substance spills, by dumping of toxics or any other cause, including accidents occurring during normal application of toxic materials in the course of farming the Premises. TENANT shall, at TENANT'S sole expense, abate all such spills or dumping caused or permitted by TENANT or agents of TENANT.

9. **UTILITIES.** TENANT shall make arrangements for, and provide at its own cost and expense, any and all utilities used by the Premises, including, but not limited to, water, sewer, gas, electrical, and trash.

10. **TAXES, CHARGES, AND ASSESSMENTS.** LESSOR shall pay all taxes, charges, or assessments levied against the Premises, or for the acquisition or use of water, by any governmental or private agency. TENANT understands that this Lease may create a possessory interest subject to property taxation and that the TENANT will be liable for the payment of any

property taxes levied on such interest. LESSOR shall comply with and pay all costs associated with the California Regional Water Quality Control Board, Central Valley Region, Waste Discharge Requirements General Order No. R5-2013-0120.

**11. LESSOR'S EXISTING WELL, MONITORING WELLS.** LESSOR may enter the Premises for the purpose of abandoning the existing well, and may install and use groundwater-monitoring wells on the Premises. LESSOR will conduct any such activities so as to cause a minimum of interference with TENANT'S farming operations.

**12. TENANT'S IMPROVEMENTS.** TENANT shall not construct any buildings or structures on the Premises without the prior written consent of LESSOR. Any buildings or structures installed by TENANT must comply with all zoning, building, fire, and American with Disabilities Acts (ADA) regulations and codes. Any buildings or structures installed by TENANT shall be promptly removed upon the expiration of this Lease, leaving the Premises in the same condition as exists at the execution of this Lease.

**13. ACCESS ROADWAYS.** TENANT shall be responsible for maintaining any access roads on the Premises.

**14. LIENS.** TENANT will not cause or permit any lien to be imposed upon the Premise.

**15 INDEMNITY.** TENANT agrees to hold harmless, defend and indemnify LESSOR, its officers, agents and employees, from liability, claims, actions, costs, damages, penalties or losses, including administrative enforcement actions, for property damage or injury, including death, or for violations of laws or regulations applicable to the Premises, arising out of TENANT'S activities upon the Premises or TENANT'S use, operation, maintenance or sub-letting thereof during the full term hereof and any renewal period or period of holding over. This obligation will continue beyond the term of this Lease as to any act or omission that occurred during this Lease or during any extension thereof or period of holding over.

**16. INSURANCE.** TENANT shall provide and maintain insurance for the duration of the this Lease against claims for injuries to persons and damage to property which may arise from, or in connection with performance under the Lease by the TENANT, its agents, representatives, employees, or contractors. Prior to approval of this Lease by LESSOR, TENANT shall provide evidence of the required insurance as set forth in Exhibit B, attached hereto and incorporated by reference.

**17. QUIET ENJOYMENT.** Upon payment of the rent to be paid and the performance of all covenants by the TENANT as provided herein, TENANT shall peaceably and quietly hold and enjoy the Premises during the term of this Lease and any extension thereof, except as otherwise provided herein.

**18. ASSIGNMENT, SUBLETTING.** TENANT shall not assign, mortgage, sublet, encumber,

or otherwise transfer any interest in the Premises, including hunting or fishing privileges, to any person firm, corporation or government agency during the term of this Lease, or any extension thereof, without the prior written consent of LESSOR. Assignment of this Lease shall not excuse any delay or default in the performance of TENANT'S obligations under this Lease, and TENANT shall remain liable for the timely performance of all of TENANT'S obligations under this Lease.

19. **DEFAULT.** The occurrence of any of the following shall constitute a default by TENANT:

- a. Abandonment and vacation of the Premises;
- b. Failure to perform any other provision of this Lease if the failure to perform is not cured within a reasonable time after notice has been given of same to TENANT.

Notices given under this section shall specify the alleged default and the applicable provisions of this Lease, and shall demand that TENANT perform the provisions within the applicable period of time, or quit the Premises. If TENANT fails to remedy the default within ten (10) calendar days after receiving written notice from LESSOR the LESSOR may terminate this Lease, enter upon the Premises and retake possession thereof, including any crops thereon. The purpose of the notice requirements set forth in this section is to extend the notice requirements of the unlawful detainer statutes of California.

In the event of a default, the Parties shall have the remedies now or later allowed by law.

20. **SIGNS.** TENANT may not install, or permit any other person to install, any sign, awning, canopy, marquee, or other advertising on the Premises without LESSOR'S prior written consent. Upon expiration or termination of this Lease, LESSOR may remove and destroy any such items that LESSOR permitted to be installed in accordance with the terms of this section.

21. **LESSOR'S ENTRY ON PREMISES.** LESSOR and its authorized representatives shall have the right to enter the Premises at all times for any of the following purposes:

a. To determine whether the Premises are in good condition and whether TENANT is complying with its obligations under this Lease;

b. To do any necessary maintenance and to make any restoration to the Premises or other improvements in which the Premises are located that LESSOR has the right or obligation to perform;

c. To serve, post, or keep posted any notices required or permitted under this Lease.

22. **SURRENDER.** Prior to the termination of this Lease TENANT will remove all crops, trees, vines, or plantings of any kind from the Property. Further, TENANT shall properly disc the Property after the removal of said plantings.

23. **TERMINATION.** The right to terminate this Lease under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law or under this Lease.

a. With Cause: This Lease may be terminated by LESSOR should TENANT:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Lease, or
- (4) materially breach this Lease.

For any of the occurrences except item (4), termination may be effected upon written notice by the LESSOR specifying the date of the termination. Upon a material breach, the Lease may be terminated following the failure of the TENANT to remedy the breach to the satisfaction of the LESSOR within ten (10) days of written notice specifying the breach. If the breach is not remedied within that ten (10) day period, the LESSOR may terminate the Lease on further written notice specifying the date of termination.

If the nature of the breach is such that it cannot be cured within a ten (10) day period, the TENANT may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the LESSOR consents to that proposal in writing, which consent shall not be unreasonably withheld, the TENANT shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the LESSOR may terminate upon written notice specifying the date of termination.

b. Without Cause: Either Party shall have the right to terminate the tenancy during the Initial Lease Term or any Extended Lease Term on the anniversary of the Effective Date with ninety (90) days prior written notice of same to the other Party.

24. **HOLDOVER.** If TENANT holds over with the written consent of the LESSOR after expiration of the Initial Lease Term or any Extended Lease Term, said holding over shall be from year-to-year, provided that TENANT pays the then-current annual rent due on or before the first day of each year of holding over. All other terms and conditions of this Lease shall apply to any such holding over period.

25. **SUCCESSORS.** This Lease shall be binding on, and inure to, the benefit of the Parties, their

successors and permitted assigns, except as otherwise limited by this Lease.

26. **NOTICE.** Any notice, demand, request, consent, approval, or other communication required or permitted under this Lease shall be in writing and either served personally or sent by prepaid, first class mail, certified return receipt requested, and addressed to the other Party at the address indicated below:

LESSOR: Tulare Public Cemetery District  
900 E. Kern Ave.  
Tulare, CA 93274

TENANT: Stanley Creelman and Denise Creelman

Notice shall be deemed communicated five (5) days from the time of mailing as provided in this section.

27. **WAIVER.** LESSOR'S consent to or approval of any act by TENANT shall not be deemed to waive or render unnecessary LESSOR'S consent to or approval of any other or subsequent act by TENANT.

28. **INTEGRATION.** This instrument contains all the agreements of the Parties relating to the Premises and cannot be modified or amended except by a subsequent agreement in writing.

29. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions of the Lease unenforceable, invalid, or illegal.

30. **GOVERNING LAW.** This Lease shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this Lease is made and shall be performed in Tulare County, California.

31. **NON-DISCRIMINATION.** TENANT shall not discriminate in employment, or in the provision of services hereunder, on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

32. **NO THIRD-PARTY BENEFICIARIES INTENDED.** Unless specifically set forth in this Lease, the Parties to this Lease do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy hereunder.

33. **CONSTRUCTION.** This Lease reflects the contributions of all undersigned Parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

34. **EXHIBITS.** The exhibits to this Lease are fully incorporated into and are integral parts of this Lease.


35. **HEADINGS.** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

36. **DISPUTES AND DISPUTE RESOLUTION.** If a dispute occurs between the Parties arising out of or relating to this Lease, or the breach thereof, then the Parties shall continue to fulfill their obligations hereunder while they engage in the dispute resolution process set forth in this section. If said dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The mediator shall be mutually selected by the Parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each Party. All costs and fees required by the mediator shall be split equally by the Parties; otherwise, each Party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, or such other time period as the Parties may agree upon in writing, then either Party may pursue litigation to resolve the dispute.

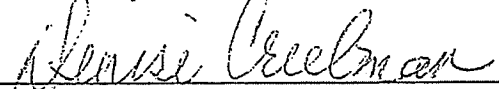
IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first written.

TENANT

Date: 6/30/2020

By   
Stanley Creelman


Date: 6/30/2020

By   
Denise Creelman

LESSOR

Tulare Public Cemetery District

Date: 7/1/2020

By   
Chairman, Board of Trustees

## WHO SHOULD ATTEND:

Public Cemetery District Trustees, Managers, Secretaries and Key Employees

### Education Seminar

#### Featured Cemetery - Davis Cemetery District

**Green Burial 101 from the Heart:** A deeply personal journey when planning in a thoughtful and significant manner. Green burial will provide peace of mind now and in eternal life. With a green burial you will continue to restore and protect the natural surroundings and eco system while creating a unique and meaningful experience. By choosing green burial you will be creating a living legacy.

**Legislative Update:** CSDA will present "Legislative Updates for Cemetery concerns" on AB1572 for Potable Water, Ballot Initiative #21-0042A1 that limits agencies to raise revenue and CARB regulations on weed eaters, blowers etc.

**Highlights from the Brown Act - How to Properly Agendize & Post:** This program will highlight the portions of the Brown Act that are most likely to come up during meetings, such as what is appropriate to list as a closed session and what language to use on the agenda. It will also touch on when and how to post the agenda.

**Interment & Disinterment Forms - Best Practices & Procedures:** The Public Cemetery District Law contains various requirements pertaining to interments and disinterments. This presentation will provide an overview of those statutory provisions and the related forms required by public cemetery districts. The presentation will include tips and suggestions regarding the preparation of these forms, as well as proper language to include on the forms.

## Area Meeting

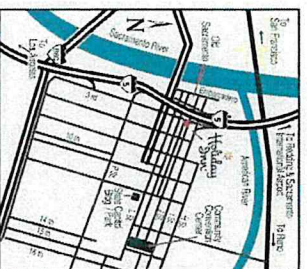
- Enjoy the fellowship and share knowledge with other cemeteryans from all areas of the state.
- Participate in discussion of operational problems common to public cemetery districts.
- Bring your questions and participate in group discussions of cemetery district problems and concerns.
- **Best Practices for Interviewing & Hiring (Do's & Don'ts):** In this presentation, we will discuss a number of guidelines and tips for successfully (and lawfully!) conducting your interviewing and hiring processes, from adopting good HR policies to developing post-hiring training programs that meet your agency's needs. We will discuss incorporating a task-based portion into the interview process when appropriate, the types of questions you should and shouldn't be asking candidates, and how to advertise to successfully fill positions.
- **Standard Operating Procedures & Check Lists:** This presentation will cover setting up for a funeral service. Opening and closing of a grave, proper tools and equipment needed. This will ensure that all cemetery crew can take charge when needed.

**Location:** The Education Seminar and Area Meeting will be held at the **Holiday Inn Capitol Plaza, Sacramento CA.** For hotel accommodations call (800) 465-4329 or the hotel directly at (916) 446-0100. Mention you are attending the CAPC Education Seminar/Area Meeting and use group code, **PCM.** A special room rate of **\$173.13** for single occupancy (Tax and (1) Breakfast Coupon included) or **\$196.37** for double occupancy (Tax and (2) Breakfast Coupons Included) has been provided. Check in-time is 3:00 p.m. and check-out time is 11:00 a.m. Parking Garage (adjacent to the hotel) is \$20.00 per day. Express Parking (in front of the hotel) is \$30.00 per day. Free Wi-Fi available.

Make your hotel reservations today

Deadline for hotel reservations is

Sunday, September 10, 2023



## California Association of Public Cemeteries

Presents the  
CAPC  
Annual

Education Seminar  
Friday, October 6, 2023



Area Meeting

Saturday, October 7, 2023

Holiday Inn Capitol Plaza

300 J Street

Sacramento, CA 95814

California Association of Public Cemeteries  
 Annual Education Seminar & Area Meeting  
 Holiday Inn Capitol Plaza  
 Sacramento, California

Registration Form  
 "Public Cemetery District"  
 Annual Education Seminar & Area Meeting"  
 Friday, October 6 & Saturday, October 7, 2023

Name \_\_\_\_\_ Position \_\_\_\_\_  
 District \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
 First time attendee at CAPC event, Yes \_\_\_\_\_ No \_\_\_\_\_  
 Guest \_\_\_\_\_  
**Friday, October 6, 2023**  
 Education Seminar Registration Fee...  
 CAPC Members \$238.00 / Non-Members \$288.00 \$ \_\_\_\_\_  
 (Italian Buffet: Minestrone Soup, Caesar Salad, Chicken Parmesan, Vegetarian Lasagna, Rigatoni Pasta w/ Sausage, Veggies, Garlic Bread & Chef's Desserts)  
 Guest Buffet Lunch @ \$66.00 each \$ \_\_\_\_\_  
**Saturday, October 7, 2023**  
 Area Meeting Registration Fee...  
 CAPC Members \$155.00 / Non-Members \$205.00 \$ \_\_\_\_\_  
 (Tex-Mex Buffet: Mixed Greens w/ Cilantro Dressing, Chips & Salsa, Chicken Enchiladas, Mini Street Tacos, Onions & Cilantro, Rice, Beans & Bunnelos)  
 Guest Buffet Lunch @ \$66.00 each \$ \_\_\_\_\_  
 Total Enclosed: \$ \_\_\_\_\_

**Education Seminar**  
**Thursday, October 5, 2023**  
 5:30-7:00 p.m. Hospitality Event (Sierra Ballroom - 16th Floor)  
**Dinner on Your Own**

**Friday, October 6, 2023**  
 6:00-9:30 a.m. Breakfast for Hotel Guests (Cypress Grill)  
 Registration Desk Opens  
 Welcome and Program Introduction  
 7:15 a.m.  
 8:30 a.m.  
 8:45 a.m.  
**"Featured Cemetery - Davis Cemetery District", Presented By:** Jessica Smithers, District Superintendent  
**"Green Burial 101 from the Heart", Presented By:** Mindy Mohlenbrok, Cemetery Consultant, Morgan Oaks Eternal Preserve  
 9:00 a.m.  
 Break  
**"Legislative Update", Presented By:** CSDA  
 10:30 a.m.  
 11:00 a.m.  
 Noon:  
 Lunch, (Sierra Ballroom - 16th Floor)  
 1:30 p.m.  
**"Highlights from the Brown Act: How to Properly Agendaize & Post", Presented By:** Anthony Principe, Attorney, Kirk & Simas  
 2:30 p.m.  
**"Internment & Disinternment Forms: Best Practices & Procedures", Presented By:** Martin De Los Angeles, Attorney, Best Best & Krieger  
 3:30 p.m.  
 4:00 p.m.  
 Adjourn  
 CAPC Board of Directors Meeting  
**Dinner on Your Own**

**Area Meeting**  
**Saturday, October 7, 2023**  
 7:00-10:00 a.m. Breakfast for Hotel Guests (Cypress Grill)  
 7:45 a.m.  
 Registration Desk Opens  
 8:30 a.m.  
 Combined Breakout Session:  
**Trustees and Managers Discussion Group, Facilitated By:** Mike Ott, Trustee, North County Cemetery District & Carol Griese, General Manager, San Jacinto Valley Cemetery District  
 10:30 a.m.  
 Break  
 11:00 a.m.  
 Combined Breakout Session, *Continued*  
 Noon:  
 Lunch, (Sierra Ballroom - 16th Floor)  
 1:30 p.m.  
**"Best Practices for Interviewing & Hiring (Do's & Don'ts)", Presented By:** Anne Branham, Attorney, Best Best & Krieger  
 2:30 p.m.  
**"Standard Operating Procedures & Checklists", Presented By:** Gina Lopez, Trustee, Coalinga-Huron Cemetery District  
 3:30 p.m.  
 Adjourn  
**Dinner on Your Own**

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To:	Tulare Public Cemetery	Attn:	David
Job Location:	900 E Kern Ave, Tulare CA 93274		
Phone:	559/686-5544	E-mail:	Clara@tularecemetery.net
Phone:	559/623-3931 David	Date:	08/18/2023
Estimate Proposal			
<i>Re: Tree Service</i>			
<b>1 Split Pine Tree: Remove remaining two-thirds of the tree and grind the stump</b>			
For us to complete all the above work listed, clean up, grind stump and haul away all debris.			
<b>Total Cost: \$7800.00</b>			
*This job is figured at prevailing wage*			
<b><u>New Law Under Labor Code SB854:</u></b>			
<b>Registration Number: 100010894</b>			
<b>Contractor Legal Name: Jack Benigno Tree Service, Inc</b>			
<b>License Number: 918833</b>			
INSURED PL & PD & Workers Compensation			
<b>TO BE PAID IN FULL UPON COMPLETION OF JOB, unless other arrangements have been approved by owner. 1 ½% per month (18% annual rate) will be charged on accounts over 30 days.</b>		<b>NOT RESPONSIBLE for gas, water, electric, telephone or sprinkler lines, etc. upon stump removal</b>	
Signed:		Signed:	

# SANCHEZ BROTHERS

## TREE SERVICE

EDDIE & MIKE SANCHEZ

P.O. BOX 7299  
VISALIA, CA. 93290

PHONE (559) 636-9295 FAX (559) 636-9033  
TULARE (559) 685-9295  
CA. CONT. LIC. # 799998  
FULLY INSURED PL & PD. FOR YOUR SAFETY

PROPOSAL SUBMITTED TO: Tulare Cemetery  
ADDRESS: 900 E. Kern Tulare, Ca.  
JOB LOCATION:  
PHONE : 837-0171(Claire) FAX: 686-7484

### WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR :

DESCRIPTION	LOCATION	AMOUNT
Remove one damaged pine tree at the sight of Tommy Brogdon.		\$6600.00
<a href="mailto:Clara@tularecemetery.net">Clara@tularecemetery.net</a>		

NOTE- SANCHEZ BROTHERS IS NOT RESPONSIBLE FOR ANY UNDERGROUND LINES OR UTILITIES IN STUMP GRINDING AREA THAT ARE NOT PHYSICALLY LOCATED BY PERSON ACCEPTING PROPOSAL.

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF Sixty-six

hundred and no/100 DOLLARS. WITH PAYMENT TO BE MADE ON **THE DAY OF COMPLETION** . ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON OWNERS REQUEST AND/OR WRITTEN ORDER, AND WILL BECOME AN **EXTRA CHARGE OVER AND ABOVE THE ORIGINAL ESTIMATE** . THE AUTHORIZING PARTY WARRANTS THAT ALL TREES LISTED ARE LOCATED ON THE CUSTOMER'S PROPERTY, AND IF NOT, THAT THE AUTHORIZING PARTY HAS RECEIVED FULL PERMISSION FROM THE OWNER TO ALLOW EDDIE & MIKE SANCHEZ BROTHERS TREE SERVICE TO PERFORM THE SPECIFIED WORK. SHOULD ANY TREE BE MISTAKENLY IDENTIFIED AS TO OWNERSHIP, THE CUSTOMER AGREES TO INDEMNIFY EDDIE & MIKE SANCHEZ BROTHERS TREE SERVICE FOR ANY DAMAGES OR COSTS INCURRED FROM THE RESULT THEREOF.  
RESPECTFULLY SUBMITTED BY \_\_\_\_\_ DATE

### ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE \_\_\_\_\_ DATE OF ACCEPTANCE \_\_\_\_\_

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