

Tulare Public Cemetery District

This is an Endowment Care Interment **REGULAR BOARD MEETING AGENDA**



Chairman- Stephen Presant (Steve)
Vice Chairman- Carlos Ramos (Charlie)
Secretary- Patricia Hitlin (Trish)

Treasurer- Michele Lima
Trustee- Xavier Avila

TULARE PUBLIC CEMETERY – FRONT OFFICE LOBBY
900 E. KERN AVENUE – TULARE, CA

DATE: THURSDAY, MAY 22, 2025
TIME: 5:30P.M.

Public Information about Meetings:

Regular Board Meetings are normally held on the 4th Thursday of the Month and are subject to cancellation. Additional meetings may be called as needed. Documents related to items on the agenda are accessible on District's website at www.tularecemetery.net and available for viewing in a single binder at the meeting. Maximum Room Capacity up to 19 for members of the public and Exits must be clear at all times.

Public Comments: Comments are limited to three minutes per speaker unless extended by the Chair. Depending upon the extent of the agenda and number of persons desiring to speak on an issue, the Chair may, at the beginning of the item, limit the total time for public comments.

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-Introduction to new employee/Grounds report

CONSENT CALENDAR (Numbers 8.2 to 8.7)

NOTICE TO THE PUBLIC Consent Calendar items are considered routine and will be enacted in one motion. This is the time for members of the public to provide public comments on an item on the Consent Calendar. Comments will not be taken individually by the public if an item is pulled by a Council Member. Each speaker is allowed for up to 3 minutes.

8.2- Approval of Board Meeting Minutes of April 24, 2025

8.3- March 2025 Financials

8.4- Tree Removal at Kern

8.5- Bylaw change

8.6- Rescind Resolution 2024/2025-2

8.7- Rescind Verification and Audit Committee Charters

8.8- Recommended Level of Effort Letter for Concept Design at Kern and North Cemeteries

8.9- Selection of Members on the Tulare Public Cemetery Ad-Hoc Committees

8.10- Requesting a variance for a baby headstone. Kern Cemetery Dreamland Section E 922 E ½

8.11 -Men's Lighthouse Mission Volunteer offer

9. DISTRICT MANAGER'S REPORT
10. FUTURE AGENDA ITEMS REQUEST
11. ADJOURNMENT



Tulare Public Cemetery District Regular Board Meeting Minutes Thursday, April 24, 2025



A REGULAR BOARD MEETING WAS HELD ON THURSDAY, APRIL 24, 2025 AT 5:30 PM, IN THE FRONT OFFICE LOBBY, LOCATED AT 900 EAST KERN AVENUE, TULARE, CA.

BOARD MEMBERS PRESENT:

Chairman, Stephen Presant (Steve), Vice Chairman, Carlos Ramos (Charlie), Secretary, Patricia Hitlin (Trish), Treasurer, Michele Lima and Trustee Xavier Avila

BOARD MEMBERS ABSENT:

none

STAFF PRESENT:

District Manager, Clara Bernardo and Counsel Brian Hughes

1. CALL TO ORDER:

The Regular Board Meeting was called to order at 5:30 pm by Chairman Steve Presant

2. ROLL CALL:

Steve, Charlie, Trish, Michele and Xavier

3. PLEDGE OF ALLEGIANCE:

Treasurer Michele led the Pledge of Allegiance

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

5. RECONGNITION OF VISITORS:

19 visitors

6. PUBLIC COMMENTS:

11 public comment

7. TRUSTEE COMMENTS:

5 Trustee comments

Chairman went to recess at 6:27 pm

Chairman returned from recess at 6:35 pm

Chairman recessed the Regular Board Meeting at 6:53 pm to start the Special Board Meeting

Chairman resumes Regular Board Meeting at 8:02 pm

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

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

CONSENT CALENDAR (Numbers 8.1 to 8.4)

NOTICE TO THE PUBLIC Consent Calendar items are considered routine and will be enacted in one motion. This is the time for members of the public to provide public comments on an item on the Consent Calendar. Comments will not be taken individually by the public if an item is pulled by a Council Member. Each speaker is allowed for up to 3 minutes.

8.1- Approval of Board Meeting Minutes of February 27, March 7 and March 27, 2025

8.2- January 2025 and February 2025 Financials

8.3- Rosenberg Rules of Order Approval

8.4- Annual Audit Report

Xavier pulls Item 8.2 and Steve pulls item 8.1 for review



Tulare Public Cemetery District Regular Board Meeting Minutes Thursday, April 24, 2025



Xavier motions, Charlie seconds to approve item 8.3 and 8.4. Vote 5/0 motion passes. Charlie motions, Xavier seconds to approve item 8.1 with the corrections. Vote 5/0 motion passes. Charlie motions, Trish seconds to approve item 8.2. Vote 4/1 Xavier nay motion passes

8.5- Consider increases of fees for various burial services effective May 1, 2025

Tabled

8.6- Cemetery Canopies

Board discussed, no action was taken

8.7- Approve Recommended Level of Effort Letter for Concept Design at Kern and North Cemeteries

Board discussed, no action was taken

8.8- Approval of Two Resolutions for Purchase of Battery Powered Equipment

Xavier motions, Charlie seconds to approve both resolutions. Vote 5/0 motion passes

8.9- Report on attendance at the recent California Association Public Cemetery conference

Tabled item

9.- DISTRICT MANGER'S REPORT:

Tabled

10- FUTURE AGENDA ITEMS REQUEST:

Steve will review passed agenda items and possibly bring them back on the agenda

Steve adjourned to closed session at 9:41 pm

11- CLOSED SESSION:

11.1- CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation (Gov. Code section 54956.9(d)(2).): (1 potential case).

Board returned to open session from closed session at 9:52 pm

12- OPEN SESSION FROM CLOSED SESSION:

12.1- Announcement Out (if any)

Trish motions, Charlie seconds to approve item 11.1. Vote 5/0 motion passes

13- ADJOURNMENT:

Chairman Presant adjourned the meeting at 9:52 pm.

Respectfully Submitted,

Board Secretary



Tulare Public Cemetery District Special Board Meeting Minutes Thursday, April 24, 2025



A SPECIAL BOARD MEETING WAS HELD ON THURSDAY APRIL 24, 2025 AT 6:30 PM, IN THE FRONT OFFICE LOBBY LOCATED AT 900 E. KERN AVENUE, TULARE, CA.

BOARD MEMBERS PRESENT: Chairman Stephen Presant (Steve), Vice Chairman Carlos Ramos (Charlie), Secretary Patricia Hitlin (Trish), Treasurer Michele Lima and Trustee Xavier Avila

BOARD MEMBERS ABSENT: none

STAFF PRESENT: District Manager Clara Bernardo and Counsel Brian Hughes

1. CALL TO ORDER:

The Special Board Meeting was called to order at 6:57 pm by Chairman Stephen Presant

2. ROLL CALL:

Steve, Charlie, Trish, Michele and Xavier

3. PUBLIC COMMENTS (three (3) minutes per person:

8 public comments

4. TRUSTEE COMMENTS (three (3) minutes per person:

2 Trustee comments

5. Prohibition of Firearms on Tulare Public Cemetery Property

Charlie makes a motion, Michele seconds to adopt and approve the resolution No 2024/2025- for restricting firearms on the cemetery property. Vote 4/1 Xavier no, motion passes

10. ADJOURNMENT:

Chairman, Stephen Presant adjourned meeting at 8:02 pm

Respectfully Submitted,

Board Secretary

Tulare Public Cemetery District
Balance Sheet
As of March 31, 2025

	Mar 31, 25
ASSETS	
Current Assets	
Checking/Savings	
00 · Clearing Acct.	1,535.46
10100 · Petty Cash	500.00
10150 · Bank of The Sierra - CHK ACCT	12,026.02
10500 · Cash in Treasury (772)	122,613.60
10600 · Endowment - Reserved (773)	
1620 · Edowment Care 1620	316,017.92
10600 · Endowment - Reserved (773) - Other	1,837,511.83
Total 10600 · Endowment - Reserved (773)	2,153,529.75
10700 · Cash in Expansion Account (807)	227,977.88
10900 · Endowment - Unreserved (817)	350,408.53
10950 · Pre-Need Payment Plan (886)	305,571.35
Total Checking/Savings	3,174,162.59
Accounts Receivable	
11001 · Accounts Receivable - PVQ (772)	70,277.37
11010 · Receivable - Pre-Need Pmt Plan	138,911.50
11020 · Other Accounts Receivable	826.44
Total Accounts Receivable	210,015.31
Other Current Assets	
11300 · Prepaid Expense	
11320 · Prepaid Workers Compensation	13,153.00
11330 · Prepaid Liability Insurance	17,844.36
11340 · Prepaid Property Insurance	1,875.36
Total 11300 · Prepaid Expense	32,872.72
12001 · Undeposited Funds	2,858.86
12101 · Inventory Asset	22,054.81
Total Other Current Assets	57,786.39
Total Current Assets	3,441,964.29
TOTAL ASSETS	3,441,964.29
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	45,776.93
Total Accounts Payable	45,776.93
Other Current Liabilities	
25600 · PTO Accruals	5,029.15
25500 · Sales Tax Payable	4,689.94
Total Other Current Liabilities	9,719.09
Total Current Liabilities	55,496.02
Total Liabilities	55,496.02

* This amount
should be
\$222,613.60

* This amount should
be \$250,408.53

County correction made
* in April 2025

Tulare Public Cemetery District
Balance Sheet
As of March 31, 2025

	<u>Mar 31, 25</u>
Equity	
30000 - Fund Balance	2,799,148.20
31100 - Retain Earnings	437,394.81
Net Income	<u>149,925.26</u>
Total Equity	<u>3,386,468.27</u>
TOTAL LIABILITIES & EQUITY	<u>3,441,964.29</u>

Tulare Public Cemetery District

Profit & Loss Budget Performance

March 2025

	Mar 25	Budget	Jul '24 - Mar ...	YTD Budget	Annual Bud...
Ordinary Income/Expense					
Income					
3999 - Total Beginning Cash Available	0		0	0	0
4000 - County Taxes					
4001 - Current Secured	0		152,235		
4000 - County Taxes - Other	0	20,833	0	187,500	250,000
Total 4000 - County Taxes	0	20,833	152,235	187,500	250,000
4801 - Interest Income - 772					
4801.1 - Transfer from Funds	2,186	583	7,138	5,250	7,000
5400 - Charges for Current Services	0	8,333	0	75,000	100,000
5400.1 - Grave					
5400.2 - Niche	6,400		158,515		
5400.3 - Open and Close	4,566		17,607		
5400.4 - Administration	17,249		226,629		
5400.5 - Vault Installation	9,000		86,400		
5400.6 - Out of District Fee	2,524		37,963		
5400.7 - Transfer Fees	1,525		16,814		
5400.8 - Payment Plan Contract Fees	900		3,150		
5400.10 - Saturday Service Fee	286		1,787		
5400.11 - Add On Packages	0		6,400		
5400 - Charges for Current Services - Other	0	74,167	280	667,500	890,000
Total 5400 - Charges for Current Services	42,450	74,167	555,545	667,500	890,000
5450 - Concrete Base Sales	2,200	5,000	38,800	45,000	60,000
5460 - Vault Sales	8,261	12,500	111,076	112,500	150,000
5470 - Vase Sales	100		250		
5805 - Misc. Revenue	119	833	6,446	7,500	10,000
5834 - Restitution	0		0	0	0
5835 - Other Revenue	0	208	0	1,875	2,500
Total Income	55,316	122,458	871,490	1,102,125	1,469,500
Cost of Goods Sold					
5900 - Concrete Base for Headstones	2,200	5,000	38,800	45,000	60,000
5901 - Vault Costs	4,099	5,833	49,946	52,500	70,000
5905 - Vase Costs	0	0	0	0	0
5908 - Emblem for Urn Costs	0		0	0	0
5915 - Miscellaneous Service Supplies	53	83	132	750	1,000
Total COGS	6,352	10,917	88,878	98,250	131,000
Gross Profit	48,964	111,542	782,613	1,003,875	1,338,500

Tulare Public Cemetery District

Profit & Loss Budget Performance

March 2025

	Mar 25	Budget	Jul '24 - Mar ...	YTD Budget	Annual Bud...
Expense					
6000 · Payroll and Employee Benefits					
6001 · Regular Payroll	33,735	44,167	320,794	397,500	530,000
6002 · Overtime	1,594	1,000	9,342	9,000	12,000
6004 · Health Insurance Benefits	4,904	8,167	46,530	73,500	98,000
6005 · Extra Help	0	3,375	92,911	30,375	40,500
6008 · Directors Fees	450	563	4,275	5,063	6,750
6011 · Retirement-SD Portion	6,683	3,500	38,239	31,500	42,000
6012 · Social Security and Medicare	2,924	3,708	27,078	33,375	44,500
6015 · Workers Compensation Ins	3,288	3,253	29,171	29,277	39,036
6016 · Unemployment Ins.	1,169	300	3,810	2,700	3,600
6017 · PTO Accrued Payout	1,313	1,250	17,182	11,250	15,000
6018 · Other	0		0	0	0
6000 · Payroll and Employee Benefits - Other	0		-412		
Total 6000 · Payroll and Employee Benefits	56,060	69,282	588,920	623,539	831,386
7003 · County Tax Admin Fees					
70031 · Finance Charges / Fees	32		278		
7003 · County Tax Admin Fees - Other	0	483	0	4,350	5,800
Total 7003 · County Tax Admin Fees	32	483	278	4,350	5,800
7004 · Clothing and Personal Supplies					
70042 · PPE - Personal Protective Equip	26		916		
70043 · First Aid Supplies	286		1,348		
7004 · Clothing and Personal Supplies - Other	0	500	511	4,500	6,000
Total 7004 · Clothing and Personal Supplies	312	500	2,774	4,500	6,000
7005 · Telecommunications					
70051 · Internet	145		1,150		
70052 · Phone Lines	169		3,992		
70053 · Tablet	0		122		
7005 · Telecommunications - Other	1,062	958	4,533	8,625	11,500
Total 7005 · Telecommunications	1,376	958	9,797	8,625	11,500
7006 · Vaults and Liners	0	0	0	0	0
7008 · Freight/Delivery Fees	0	42	0	375	500
7009 · Household Supplies	0	42	533	375	500
7010 · Insurance					
70101 · General Liability Insurance	4,461		39,800		
70102 · Property Insurance	469		4,219		
70103 · Auto Insurance	0		8		
70104 · Mobile Equipment Insurance	0		2,592		
70105 · Crime/Bond Insurance	0		176		
70106 · Cyber Liability Contribution	0		673		
7010 · Insurance - Other	0	5,188	0	46,693	62,258
Total 7010 · Insurance	4,930	5,188	47,468	46,693	62,258

Tulare Public Cemetery District

Profit & Loss Budget Performance

March 2025

	Mar 25	Budget	Jul '24 - Mar ...	YTD Budget	Annual Bud...
7011 · Concrete Base for Headstones	0		0		0
7025 · Mileage Reimbursement Expense	0	100	1,247	900	1,200
7030 · Maintenance and Repairs					
70218 · Repair & Main. - North Location	406		406		
70200 · Repair & Main. - KERN Equipment	1,613		17,083		
70201 · Equipment & Supplies for Servic	2,450		11,148		
70203 · Diesel KERN for Equipment	0		2,860		
70204 · Unleaded - KERN Fuel for Equip	360		2,818		
70205 · Unleaded - North Fuel Equip	120		587		
70206 · Repair & Main. -North Equipment	360		5,381		
70207 · Diesel NORTH for Equipment	0		1,553		
70209 · Sprinkler NORTH Repairs/Supply	0		2,198		
70210 · Tools -KERN Ground Maintenance	0		970		
70211 · Repair & Main.-KERN Location	0		13,932		
70213 · Fence Repairs North J Cemetery	0		704		
70215 · Tools - North Ground Maintenan	0		152		
70300 · Repair & Main. - Outside KERN	108		858		
70301 · Safety Supplies & Compliance	26		557		
70305 · Repair & Main. - Headstones/Con	0		5,400		
70307 · Repair & Maint.-Outside North	435		1,884		
70308 · Weed Control Spray for Grounds	996		9,473		
70309 · Sprinkler KERN Repairs/Supplies	-468		24,010		
70310 · Grounds Tools for Maintenance	0		226		
70311 · Landscaping -flowers grass tree	968		8,909		
70400 · Repair & Main. - Building Kern	0		214		
70401 · Pest Control	100		3,781		
7030 · Maintenance and Repairs - Other	657	13,333	25,751	120,000	160,000
Total 7030 · Maintenance and Repairs	8,132	13,333	140,854	120,000	160,000
7036 · Office Supplies and Expense					
61000 · Copier/Equipment Lease	0		3,658		
61001 · Water / Breakroom Supplies	80		1,233		
62000 · Office Supplies	446		4,716		
63000 · Computer Repairs and Expense	290		1,114		
65000 · Software Programs/ Website	4,571		15,371		
7036 · Office Supplies and Expense - Other	90	3,750	4,925	33,750	45,000
Total 7036 · Office Supplies and Expense	5,477	3,750	31,018	33,750	45,000
7037 · Marketing					
7039 · Miscellaneous	0		292	0	0
7039-1 · Misc Events	0		1,827		
7039 · Miscellaneous - Other	0	188	660	1,692	2,256
Total 7039 · Miscellaneous	0	188	2,487	1,692	2,256
7040 · Bank Fees	120		510		

Tulare Public Cemetery District

Profit & Loss Budget Performance

March 2025

	Mar 25	Budget	Jul '24 - Mar ...	YTD Budget	Annual Bud...
7043 · Professional Fees					
63500 · County Admin Fees	0		2,348		
68100 · Accounting	729		13,907		
68200 · Auditing	0		18,102		
68201 · Employment - Background/Drug Sc	0		754		
68300 · Legal	4,154		31,848		
7043 · Professional Fees - Other	400	3,333	900	30,000	40,000
Total 7043 · Professional Fees	5,283	3,333	67,859	30,000	40,000
7045 · Security					
70451 · Alarm Service	0		6,622		
7406 · SECURITY NORTH	0		5,513		
7045 · Security - Other	261	1,250	11,983	11,250	15,000
Total 7045 · Security	261	1,250	24,118	11,250	15,000
7059 · Publications and Legal Notices					
70591 · Membership Dues	894		5,811		
7059 · Publications and Legal Notices - Other	0	417	2,797	3,750	5,000
Total 7059 · Publications and Legal Notices	894	417	8,608	3,750	5,000
7073 · Training / Education					
7074 · Transportation and Travel	3,296	417	8,520	3,750	5,000
70741 · Lodging	2,069		2,069		
7074 · Transportation and Travel - Other	274	333	2,448	3,000	4,000
Total 7074 · Transportation and Travel	2,343	333	4,517	3,000	4,000
7081 · Utilities					
77100 · SCE KERN ELECTRIC	413		6,141		
77101 · SCE ELECTRIC NORTH	694		9,461		
77200 · SO Cal Gas	175		976		
77300 · Water, Sewer	997		22,192		
779001 · Waste Disposal North	541		7,694		
79000 · Waste Disposal Kern	408		5,869		
7081 · Utilities - Other	0	5,417	0	48,750	65,000
Total 7081 · Utilities	3,228	5,417	52,333	48,750	65,000
7090 · Vehicle Expense	0	8	0	75	100
7425 · Taxes	0	667	3,160	6,000	8,000
8001 · Graves Repurchase	12,500	1,667	36,728	15,000	20,000
8002 · Niches	0	0	0	0	0
8100 · Building and Improvements	0	0	4,977	0	0

Tulare Public Cemetery District

Profit & Loss Budget Performance

March 2025

	Mar 25	Budget	Jul '24 - Mar ...	YTD Budget	Annual Bud...
8300 · Equipment					
8302 · Grounds NORTH Equipment	0		974		
8301 · Grounds KERN Equipment	0		375		
8300 · Equipment - Other	0	4,167	0	37,500	50,000
Total 8300 · Equipment	0	4,167	1,349	37,500	50,000
7432 · Appropriation for Contingencies	0		0	0	0
Total Expense	104,245	111,542	1,038,347	1,003,875	1,338,500
Net Ordinary Income	-55,281	-0	-255,735	0	0
Other Income/Expense					
Other Income					
9100 · Endowment - 773					
9101 · Endowment Revenue -Current Serv	12,134	10,833	108,805	97,500	130,000
9102 · Interest Income - Endowment 773	19,221	7,417	56,665	66,750	89,000
Total 9100 · Endowment - 773	31,355	18,250	165,470	164,250	219,000
9200 · Fund for Future Expansion - 807					
9201 · Rent and Concessions - 807	0	1,667	22,733	15,000	20,000
9203 · Interest Income - 807	2,047	783	5,877	7,050	9,400
9204 · Current Services Admin (807)	0		0	0	0
Total 9200 · Fund for Future Expansion - 807	2,047	2,450	28,610	22,050	29,400
9300 · Unreserved Funds - 817					
9301 · Interest Income - 817	2,913	833	7,128	7,500	10,000
Total 9300 · Unreserved Funds - 817	2,913	833	7,128	7,500	10,000
9400 · Pre Need - 886					
5400.1P · Pre-Need Grave	6,000		48,130		
5400.2P · Niche	0		2,609		
5400.3P · Open and Close	3,900		72,100		
5400.4P · Administration	2,100		11,963		
5400.5P · Vault Installation	789		11,790		
5400.6P · PreNeed Vault Sales	1,200		27,294		
5400.7P · PreNeed Endowment	2,751		15,055		
5400.8P · Payment Plan Contracts	161		1,366		
9401 · Interest Income - 886	2,352	833	5,927	7,500	10,000
9400 · Pre Need - 886 - Other	0	16,667	0	150,000	200,000
Total 9400 · Pre Need - 886	19,253	17,500	196,234	157,500	210,000

Tulare Public Cemetery District
Profit & Loss Budget Performance

March 2025

	Mar 25	Budget	Jul '24 - Mar ...	YTD Budget	Annual Bud...
9900 · Other Income					
9901 · CD Interest	0	500	0	4,500	6,000
Total 9900 · Other Income	0	500	0	4,500	6,000
Total Other Income	55,567	39,533	397,442	355,800	474,400
Net Other Income	55,567	39,533	397,442	355,800	474,400
Net Income	286	39,533	141,707	355,800	474,400

3:21 PM
05/21/25

Tulare Public Cemetery District
Reconciliation Summary
10500 - Cash in Treasury (772), Period Ending 03/31/2025

	<u>Mar 31, 25</u>
Beginning Balance	151,405.66
Cleared Transactions	
Checks and Payments - 2 items	-26,182.28
Deposits and Credits - 8 items	67,667.59
Total Cleared Transactions	<u>41,485.31</u>
Cleared Balance	<u><u>192,890.97</u></u>
Uncleared Transactions	
Checks and Payments - 10 items	-70,277.37
Total Uncleared Transactions	<u>-70,277.37</u>
Register Balance as of 03/31/2025	<u><u>122,613.60</u></u>

Tulare Public Cemetery District
Reconciliation Detail
10500 - Cash in Treasury (772), Period Ending 03/31/2025

	Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance							151,405.66
Cleared Transactions							
Checks and Payments - 2 items							
	Invoice	03/12/2025	pvq15108	TULARE COUNTY F	√	-23,500.00	-23,500.00
	Invoice	03/12/2025	pvq15109	TULARE COUNTY F	√	-2,682.28	-26,182.28
Total Checks and Payments						-26,182.28	-26,182.28
Deposits and Credits - 8 items							
	Transfer	03/05/2025			√	879.70	879.70
	Transfer	03/05/2025			√	13,657.93	14,537.63
	Transfer	03/17/2025			√	1,933.26	16,470.89
	Transfer	03/17/2025			√	2,215.00	18,685.89
	Transfer	03/17/2025			√	22,785.42	41,471.31
	Transfer	03/31/2025			√	1,333.26	42,804.57
	Deposit	03/31/2025	EFT	Interest	√	2,186.03	44,990.60
	Transfer	03/31/2025			√	22,676.99	67,667.59
Total Deposits and Credits						67,667.59	67,667.59
Total Cleared Transactions						41,485.31	41,485.31
Cleared Balance						41,485.31	192,890.97
Uncleared Transactions							
Checks and Payments - 10 items							
	Invoice	03/26/2025	pvq15110	TULARE COUNTY PVQ		-34,597.80	-34,597.80
	Invoice	03/26/2025	pvq15112	TULARE COUNTY PVQ		-8,473.34	-43,071.14
	Invoice	03/26/2025	pvq15113	TULARE COUNTY PVQ		-6,433.08	-49,504.22
	Invoice	03/26/2025	pvq15114	TULARE COUNTY PVQ		-5,481.56	-54,985.78
	Invoice	03/26/2025	pvq15111	TULARE COUNTY PVQ		-3,752.48	-58,738.26
	Invoice	03/26/2025	pvq15116	TULARE COUNTY PVQ		-3,070.57	-61,808.83
	Invoice	03/26/2025	pvq15118	TULARE COUNTY PVQ		-2,544.08	-64,352.91
	Invoice	03/26/2025	pvq15117	TULARE COUNTY PVQ		-2,498.63	-66,851.54
	Invoice	03/26/2025	pvq15115	TULARE COUNTY PVQ		-1,910.50	-68,762.04
	Invoice	03/26/2025	pvq15119	TULARE COUNTY PVQ		-1,515.33	-70,277.37
Total Checks and Payments						-70,277.37	-70,277.37
Total Uncleared Transactions						-70,277.37	-70,277.37
Register Balance as of 03/31/2025						-28,792.06	122,613.60

4:12 PM
05/21/25

**Tulare Public Cemetery District
Reconciliation Summary**

**10600 - Endowment - Reserved (773), Period Ending 03/31/2025
Mar 31, 25**

Beginning Balance	<u>2,120,003.20</u>
Cleared Transactions	
Deposits and Credits - 8 items	<u>33,526.55</u>
Total Cleared Transactions	<u>33,526.55</u>
Cleared Balance	<u>2,153,529.75</u>
Register Balance as of 03/31/2025	<u>2,153,529.75</u>

Tulare Public Cemetery District
Reconciliation Detail
10600 - Endowment - Reserved (773), Period Ending 03/31/2025

	Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance							2,120,003.20
Cleared Transactions							
Deposits and Credits - 8 items							
	Transfer	03/05/2025			√	393.00	393.00
	Transfer	03/05/2025			√	2,379.00	2,772.00
	Transfer	03/17/2025			√	207.00	2,979.00
	Transfer	03/17/2025			√	750.00	3,729.00
	Transfer	03/17/2025			√	5,082.00	8,811.00
	Transfer	03/31/2025			√	393.00	9,204.00
	Transfer	03/31/2025			√	5,102.00	14,306.00
	Deposit	03/31/2025	EFT	Interest	√	19,220.55	33,526.55
Total Deposits and Credits						33,526.55	33,526.55
Total Cleared Transactions						33,526.55	33,526.55
Cleared Balance						33,526.55	2,153,529.75
Register Balance as of 03/31/2025						33,526.55	2,153,529.75
Ending Balance						33,526.55	2,153,529.75

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05/21/25

Tulare Public Cemetery District
Reconciliation Summary

10700 - Cash in Expansion Account (807), Period Ending 03/31/2025
Mar 31, 25

Beginning Balance	<u>225,931.01</u>
Cleared Transactions	
Deposits and Credits - 1 item	<u>2,046.87</u>
Total Cleared Transactions	<u>2,046.87</u>
Cleared Balance	<u>227,977.88</u>
Register Balance as of 03/31/2025	<u>227,977.88</u>

Tulare Public Cemetery District
Reconciliation Detail

10700 - Cash in Expansion Account (807), Period Ending 03/31/2025

	Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance							225,931.01
Cleared Transactions							
Deposits and Credits - 1 item							
	Deposit	03/31/2025	DEP	Interest	√	2,046.87	2,046.87
Total Deposits and Credits						2,046.87	2,046.87
Total Cleared Transactions						2,046.87	2,046.87
Cleared Balance						2,046.87	227,977.88
Register Balance as of 03/31/2025						2,046.87	227,977.88

Tulare Public Cemetery District
Reconciliation Summary

10900 - Endowment - Unreserved (817), Period Ending 03/31/2025
Mar 31, 25

Beginning Balance	<u>347,495.68</u>
Cleared Transactions	
Deposits and Credits - 1 item	<u>2,912.85</u>
Total Cleared Transactions	<u>2,912.85</u>
Cleared Balance	<u>350,408.53</u>
Register Balance as of 03/31/20	<u>350,408.53</u>

4:52 PM
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Tulare Public Cemetery District

Reconciliation Detail

10900 - Endowment - Unreserved (817), Period Ending 03/31/2025

	Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance							347,495.68
Cleared Transactions							
Deposits and Credits - 1 item							
	Deposit	03/31/2025	dep	Interest	√	2,912.85	2,912.85
Total Deposits and Credits						2,912.85	2,912.85
Total Cleared Transactions						2,912.85	2,912.85
Cleared Balance						2,912.85	350,408.53
Register Balance as of 03/31/2025						2,912.85	350,408.53

5:09 PM
05/21/25

**Tulare Public Cemetery District
Reconciliation Summary**

10950 - Pre-Need Payment Plan (886), Period Ending 03/31/2025

Mar 31, 25

Beginning Balance	<u>267,667.55</u>
Cleared Transactions	
	<u>37,903.80</u>
Total Cleared Transactions	<u>37,903.80</u>
Cleared Balance	<u><u>305,571.35</u></u>
Register Balance as of 03/31/2025	<u><u>305,571.35</u></u>

5:12 PM
05/21/25

Tulare Public Cemetery District
Reconciliation Detail

10950 - Pre-Need Payment Plan (886), Period Ending 03/31/2025

	Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance							267,667.55
Cleared Transactions							
	Transfer	03/05/2025			√	51.37	51.37
	Transfer	03/05/2025			√	1,422.80	1,474.17
	Transfer	03/05/2025			√	1,817.27	3,291.44
	Transfer	03/05/2025			√	1,826.94	5,118.38
	Transfer	03/05/2025			√	2,063.00	7,181.38
	Transfer	03/17/2025			√	100.00	7,281.38
	Transfer	03/17/2025			√	869.51	8,150.89
	Transfer	03/17/2025			√	2,929.08	11,079.97
	Transfer	03/17/2025			√	7,455.93	18,535.90
	Transfer	03/31/2025			√	51.37	18,587.27
	Transfer	03/31/2025			√	1,765.70	20,352.97
	Deposit	03/31/2025	dep	Interest	√	2,351.77	22,704.74
	Transfer	03/31/2025			√	3,001.27	25,706.01
	Transfer	03/31/2025			√	12,197.79	37,903.80
						37,903.80	37,903.80
Total Cleared Transactions						37,903.80	37,903.80
Cleared Balance						37,903.80	305,571.35
Register Balance as of 03/31/2025						37,903.80	305,571.35

5:41 PM
05/21/25

**Tulare Public Cemetery District
Reconciliation Summary**

**10150 - Bank of The Sierra - CHK ACCT, Period Ending 03/31/2025
Mar 31, 25**

Beginning Balance	<u>156,211.84</u>
Cleared Transactions	
	-102,225.55
	<u>26,182.28</u>
Total Cleared Transactions	<u>-76,043.27</u>
	<u>80,168.57</u>
Uncleared Transactions	
	-68,142.55
Total Uncleared Transactions	<u>-68,142.55</u>
Ending Balance	<u>12,026.02</u>

**Tulare Public Cemetery District
Reconciliation Detail**

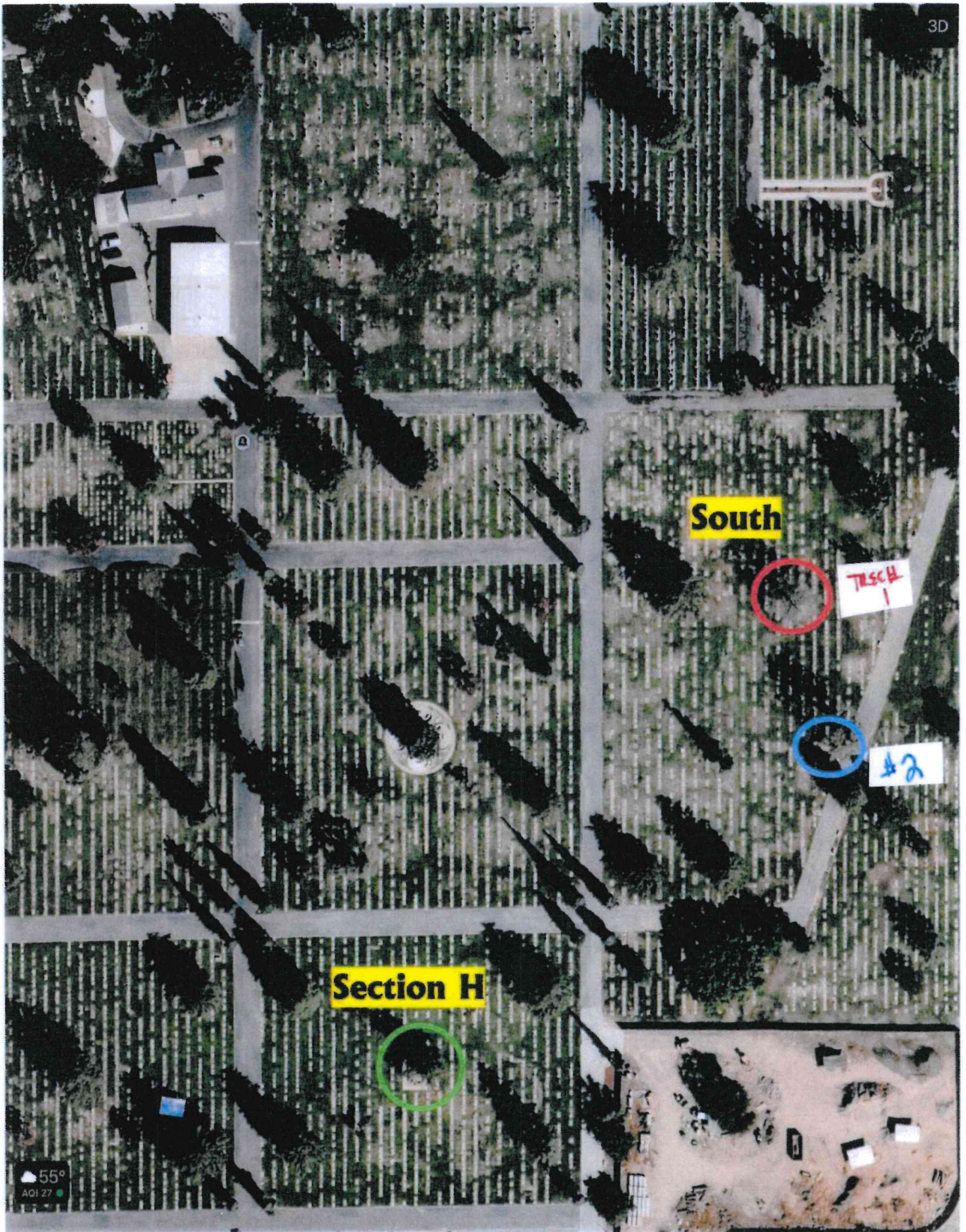
10150 - Bank of The Sierra - CHK ACCT, Period Ending 03/31/2025

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						156,211.84
Cleared Transactions						
Checks and Payments - 50 items						
Bill Pmt -Check	02/15/2025	4827	Kevin Brejnak, CPA	√	-18,101.85	-18,101.85
Bill Pmt -Check	02/15/2025	4841	LABORMAX STAFFING	√	-3,655.21	-21,757.06
Bill Pmt -Check	02/15/2025	4828	LABORMAX STAFFING	√	-2,186.10	-23,943.16
Bill Pmt -Check	02/15/2025	4848	LABORMAX STAFFING	√	-1,530.27	-25,473.43
Check	02/21/2025	10978	Employee Paycheck	√	-38.11	-25,511.54
Check	02/27/2025	4865	Employee Paycheck	√	-439.55	-25,951.09
Check	03/05/2025	EFT	QuickBooks	√	-3,221.00	-29,172.09
Check	03/06/2025	10992	Employee Paycheck	√	-1,291.60	-30,463.69
Check	03/06/2025	10989	Employee Paycheck	√	-1,192.19	-31,655.88
Check	03/06/2025	EFT	Paychex of New York LLC	√	-382.45	-32,038.33
Bill Pmt -Check	03/06/2025	EFT	SoCalGas	√	-237.16	-32,275.49
Check	03/06/2025	10990	Employee Paycheck	√	-194.61	-32,470.10
Check	03/07/2025	EFT	Paychex of New York LLC	√	-16,809.22	-49,279.32
Bill Pmt -Check	03/11/2025	4868	Clara L Bernardo	√	-2,983.66	-52,262.98
Bill Pmt -Check	03/11/2025	4867	Amanda L. Clark	√	-879.70	-53,142.68
Check	03/11/2025	EFT	Bank Of The Seirra	√	-15.00	-53,157.68
Bill Pmt -Check	03/12/2025	4882	Morris Levin & Son	√	-5,444.08	-58,601.76
Bill Pmt -Check	03/12/2025	4874	LABORMAX STAFFING	√	-2,008.49	-60,610.25
Bill Pmt -Check	03/12/2025	4870	Clara L Bernardo	√	-803.38	-61,413.63
Bill Pmt -Check	03/12/2025	4880	Lima, Michele	√	-761.49	-62,175.12
Bill Pmt -Check	03/12/2025	4877	Roche Oil, Inc.	√	-659.71	-62,834.83
Bill Pmt -Check	03/12/2025	4869	Ramos, Carlos	√	-504.08	-63,338.91
Bill Pmt -Check	03/12/2025	4881	California Office Liquidators	√	-357.22	-63,696.13
Bill Pmt -Check	03/12/2025	4871	Ramos, Carlos	√	-274.33	-63,970.46
Bill Pmt -Check	03/12/2025	4873	Hitlin, Patricia	√	-250.00	-64,220.46
Bill Pmt -Check	03/12/2025	4876	Ramos, Carlos	√	-250.00	-64,470.46
Bill Pmt -Check	03/12/2025	4875	Lima, Michele	√	-125.00	-64,595.46
Bill Pmt -Check	03/12/2025	4879	Universal Background Screening, Inc	√	-116.38	-64,711.84
Bill Pmt -Check	03/12/2025	4878	Tulare County Counsel	√	-59.50	-64,771.34
Bill Pmt -Check	03/12/2025	EFT	Bank Of The Seirra	√	-15.00	-64,786.34
Bill Pmt -Check	03/14/2025	EFT	AT & T Internet	√	-70.00	-64,856.34
Check	03/18/2025	EFT	AT & T Phone's	√	-242.15	-65,098.49
Bill Pmt -Check	03/20/2025	EFT	City of Tulare	√	-1,032.04	-66,130.53
Check	03/21/2025	EFT	Paychex of New York LLC	√	-15,801.60	-81,932.13
Check	03/21/2025	4886	Employee Paycheck	√	-1,328.16	-83,260.29
Check	03/21/2025	4883	Employee Paycheck	√	-1,146.24	-84,406.53
Check	03/21/2025	4887	Employee Paycheck	√	-659.40	-85,065.93
Check	03/21/2025	EFT	Paychex of New York LLC	√	-346.30	-85,412.23
Bill Pmt -Check	03/24/2025	EFT	CALPERS	√	-3,058.93	-88,471.16
Bill Pmt -Check	03/24/2025	EFT	CALPERS	√	-2,880.26	-91,351.42
Bill Pmt -Check	03/24/2025	EFT	CALPERS	√	-2,830.57	-94,181.99
Bill Pmt -Check	03/24/2025	EFT	CALPERS	√	-2,761.04	-96,943.03
Bill Pmt -Check	03/24/2025	EFT	Southern California Edison	√	-1,106.90	-98,049.93
Bill Pmt -Check	03/25/2025	EFT	Waste Management/USA Waste	√	-340.93	-98,390.86
Bill Pmt -Check	03/25/2025	EFT	AT & T Phone's	√	-243.75	-98,634.61
Bill Pmt -Check	03/25/2025	EFT	Bank Of The Seirra	√	-15.00	-98,649.61
Bill Pmt -Check	03/25/2025	EFT	Bank Of The Seirra	√	-15.00	-98,664.61
Bill Pmt -Check	03/27/2025	EFT	CALPERS	√	-2,097.19	-100,761.80
Bill Pmt -Check	03/27/2025	EFT	CALPERS	√	-1,418.75	-102,180.55
Bill Pmt -Check	03/31/2025	EFT	Bank Of The Seirra	√	-45.00	-102,225.55
Total Checks and Payments					-102,225.55	-102,225.55
Deposits and Credits - 8 items						
Bill Pmt -Check	11/08/2024	4667	VOID	√	0.00	0.00
Bill Pmt -Check	01/22/2025		VOID	√	0.00	0.00
Check	02/19/2025	4923	VOID	√	0.00	0.00
Check	02/19/2025	4922	VOID	√	0.00	0.00
Deposit	03/21/2025			√	2,682.28	2,682.28
Deposit	03/21/2025			√	23,500.00	26,182.28
Bill Pmt -Check	03/25/2025	4890	VOID	√	0.00	26,182.28

**Tulare Public Cemetery District
Reconciliation Detail**

10150 - Bank of The Sierra - CHK ACCT, Period Ending 03/31/2025

Type	Date	Num	Name	Clr	Amount	Balance
Bill Pmt -Check	05/21/2025	4957	VOID	√	0.00	26,182.28
Total Deposits and Credits					26,182.28	26,182.28
Total Cleared Transactions					-76,043.27	-76,043.27
Cleared Balance					-76,043.27	80,168.57
Uncleared Transactions						
Checks and Payments - 38 items						
Bill Pmt -Check	05/17/2024	4444	PLOTBOX INC		-1,350.00	-1,350.00
Bill Pmt -Check	05/29/2024	EFT	County of Tulare		-143.32	-1,493.32
Bill Pmt -Check	01/28/2025	4803	Health Benefits Unit		-5,402.05	-6,895.37
Bill Pmt -Check	01/28/2025	4802	Home Depot Credit Services		-992.78	-7,888.15
Bill Pmt -Check	02/15/2025	4835	Sanchez Brothers		-7,585.00	-15,473.15
Bill Pmt -Check	02/26/2025	EFT	AT&T #55968788463356		-436.58	-15,909.73
Bill Pmt -Check	03/12/2025	4872	Health Benefits Unit		-5,402.05	-21,311.78
Bill Pmt -Check	03/17/2025	EFT	SoCalGas		-174.82	-21,486.60
Check	03/21/2025	4884	Pinmentel, Jaron		-24.09	-21,510.69
Bill Pmt -Check	03/25/2025	4888	PLOTBOX INC		-2,700.00	-24,210.69
Bill Pmt -Check	03/25/2025	4891	Barnes Memorials		-1,200.00	-25,410.69
Bill Pmt -Check	03/25/2025	4889	PLOTBOX INC		-778.00	-26,188.69
Bill Pmt -Check	03/26/2025	4899	Christy Vault Co, Inc.		-9,148.00	-35,336.69
Bill Pmt -Check	03/26/2025	4915	Health Benefits Unit		-4,987.00	-40,323.69
Bill Pmt -Check	03/26/2025	4903	Health Benefits Unit		-4,987.00	-45,310.69
Bill Pmt -Check	03/26/2025	4898	California Landscape Supply		-4,940.45	-50,251.14
Bill Pmt -Check	03/26/2025	4910	PLOTBOX INC		-2,700.00	-52,951.14
Bill Pmt -Check	03/26/2025	4913	Safety Center Inc.		-2,500.00	-55,451.14
Bill Pmt -Check	03/26/2025	4908	Linder Equip CO.		-1,543.77	-56,994.91
Bill Pmt -Check	03/26/2025	4896	CAL Turf Equipment & Supply Inc.		-1,280.10	-58,275.01
Bill Pmt -Check	03/26/2025	4906	LABORMAX STAFFING		-1,123.80	-59,398.81
Bill Pmt -Check	03/26/2025	4893	Andy Hinojosa III CPA		-984.21	-60,383.02
Bill Pmt -Check	03/26/2025	4895	AT&T #831-001-5048-844		-795.84	-61,178.86
Bill Pmt -Check	03/26/2025	4912	Roche Oil, Inc.		-550.89	-61,729.75
Bill Pmt -Check	03/26/2025	4916	Pinnacle Technology		-539.64	-62,269.39
Bill Pmt -Check	03/26/2025	4897	California Business Machines		-518.77	-62,788.16
Bill Pmt -Check	03/26/2025	4905	Kenny Ruffa Construction		-435.00	-63,223.16
Bill Pmt -Check	03/26/2025	4907	Leaf		-401.09	-63,624.25
Bill Pmt -Check	03/26/2025	4909	Pacific Employers		-297.00	-63,921.25
Bill Pmt -Check	03/26/2025	4902	Giotto's Alarm Tech, INC.		-278.59	-64,199.84
Bill Pmt -Check	03/26/2025	4901	Element Security Solutions, Inc.		-261.15	-64,460.99
Bill Pmt -Check	03/26/2025	4892	Tulare Kings Hispanic Chamber of Commer		-250.00	-64,710.99
Bill Pmt -Check	03/26/2025	4904	High Sierra Lumber & Supply Inc.		-176.02	-64,887.01
Bill Pmt -Check	03/26/2025	4911	Res Com Pest Control		-100.00	-64,987.01
Bill Pmt -Check	03/26/2025	4900	Cintas First Aid Safety		-73.56	-65,060.57
Bill Pmt -Check	03/26/2025	4914	Valley Industrial Medical Group		-45.00	-65,105.57
Bill Pmt -Check	03/26/2025	4894	AT & T Mobility		-24.10	-65,129.67
Bill Pmt -Check	03/27/2025	EFT	CALPERS		-3,012.88	-68,142.55
Total Checks and Payments					-68,142.55	-68,142.55
Total Uncleared Transactions					-68,142.55	-68,142.55
Register Balance as of 03/31/2025					-144,185.82	12,026.02



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 dead cedar tree at the grave of Mike Romero, shown in blue on map Clara@tularecemetery.net		\$3750.00

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 thirty-seven hundred fifty 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 _____



South
Tree
#2

4. **Closed Sessions**

Closed sessions may be held during a regular or special meeting. The general reason for a closed session must be made public as required by the Brown Act. Closed sessions not expressly authorized by the Brown Act are prohibited. Following a closed session, the Chairperson shall announce any action taken by the Board during such closed session to the extent such announcement is required by law.

5. **Quorum and Vote**

A majority of the Board (3 of 5) constitutes a quorum for the transaction of business and a majority of the total membership (3 of 5) is required to take action, regardless of whether there are any vacancies on the Board. The Board may take action by motion, resolution, or ordinance. (Health & Saf. Code, § 9030.)

6. **Meeting Procedures**

The Chairperson, when present, shall preside at all meetings of the Board, shall take the chair at the hour appointed for every board meeting and shall immediately call the members to order and proceed with the business of the Board. The proceedings of the Board shall be conducted with the provisions of law applicable thereto and generally accepted rules of order and parliamentary procedure, except as otherwise expressly established from time to time by a majority of the Board. Except as they conflict with the Government Code, Rosenberg's Rules of Order ~~Robert's Rules of Order (Newly Revised)~~ shall govern all questions of procedures.

7. **Meeting Attendance**

Each member shall be in his or her respective seat at the hour set forth for each meeting and at the time set for any adjourned or special meeting. Any member not present when the Board is called to order shall be designated in the minutes as absent. If a member arrives after a meeting commences, the Clerk shall note his or her arrival in the minutes.

8. **Agenda Organization**

The business of each regular meeting of the Board shall be in the order as printed on the agenda or as directed by the Chairperson of the Board. Generally, this shall be as follows:

- a) Call to Order
- b) Roll Call
- c) Public Comment
- d) Trustee Comments
- e) Approval of Board Minutes of previous meetings
- f) Future Agenda Items
- g) District Manager's Report
- h) Approval of Financial Report

THE BOARD OF TRUSTEES OF THE TULARE PUBLIC CEMETERY DISTRICT

RESOLUTION 2024/2025 – 2

WHEREAS, under the Health and Safety (H&S) Code 9077, the district may, by resolution, withdraw funds from the control of the County Treasurer pursuant to this section.

WHEREAS, the Tulare Public Cemetery District has an annual budget that exceeds five hundred thousand dollars (\$500,000) and desires to withdraw from the County of Tulare Treasurer only the monies in Fund 772.

NOW THEREFORE, BE IT RESOLVED, that in order to conform to H&S Code 9077 the following conditions exist:

The Board of Trustees will appoint a Tulare Public Cemetery District Treasurer to conform to H&S Code 9077(2). The Tulare Public Cemetery District has a fixed bond of at least \$20,000 for the District Treasurer and other direct employees who will be responsible for handling the district's finances.

The Tulare Public Cemetery District has an existing system of accounting and auditing that shall completely and at all times show the district's financial condition.

The Tulare Public Cemetery District has an existing procedure for drawing and signing warrants.

The Tulare Public Cemetery District has the Bank of the Sierra located at 1430 E Prosperity Ave in the City of Tulare as the depository of the district's funds.

That the County of Tulare Treasurer Fund 772 balance shall be transferred in its entirety no earlier than January 1, 2025 and no later than 15 months after the adoption of this resolution. Funds 773, 807, 817 and 886 will remain with the County of Tulare Treasurer.

The Tulare Public Cemetery District shall comply with Article 1 (commencing with Section 53600) and Article 2 (commencing with Section 5360) of Chapter 4 of Part 1 of Division 2 of Title 5 of the Government Code.

The Board of Trustees will require the Treasurer to make an annual or more frequent written reports to the Board of Trustees regarding the receipts and disbursements and balances in the accounts controlled by the District Treasurer.

The Board of Trustees is adopting this resolution with a 4/5 affirmative vote.

The forgoing resolution was adopted on motion of Trustee Carlos Ramos, seconded by Trustee Michele Lima, at a regular meeting of the Board of Trustees held on December 5, 2024, by the following vote:

AYE: Presant, Ramos, Hitlin, Lima

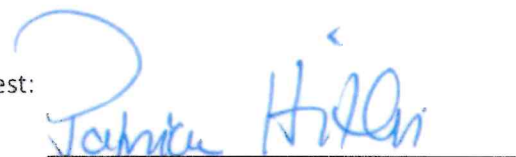
NO: Avila

ABSENT:

ABSTAIN:

Attest:

BY:



Patricia Hitlin, Board Secretary

Tulare Public Cemetery District Verification Committee Charter

I. Purpose:

The purpose of the Tulare Public Cemetery District Verification Committee, a subcommittee of the Board of Trustees of the Tulare Public Cemetery District is to assist the Board of Trustees in fulfilling its required responsibilities of maintaining accurate interment and disinterment records.

Health and Safety Code Section 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.

Health and Safety Code Section 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.

Health and Safety Code Section 9069.15 (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 if available. (3) The cemetery 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 interred. (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 re- interment.

II. Composition of the Verification Committee:

The Verification Committee shall be comprised of two designated Trustees, the District Manager or designee, and a minimum of at least one representative of the public that resides in the district of the Tulare Public Cemetery District. The members of the Verification Committee shall elect their Chair and Secretary.

III. Duties and Responsibilities:

The Verification Committee shall meet at least once every quarter of the calendar year, and at other dates scheduled by the Chairman of the committee. All meetings of the Verification Committee shall be posted 72 hours in advance of the meeting, open to the public, and all persons shall be permitted to participate in accordance with the Brown Act.

The members of the Verification Committee shall be provided, for their review, all necessary interment and disinterment records maintained by the district. The Verification Committee shall adhere to the required statutes outlined within the Health and Safety Codes noted above in section I of this charter. After each meeting, the committee secretary shall provide the board of trustees a written report of their findings and recommendations.

IV. Resources and Authority of the Verification Committee:

The Verification Committee shall have the resources and authority appropriate to discharge its duties and responsibilities for maintaining true and accurate records of interments and disinterment at the district.

V. Adoption of Verification Committee Charter:

Adopted at a regular/special meeting of the Tulare Public Cemetery Board of Trustees, held on the _____ Day of _____ 2023, by the following vote to wit:

Ayes:

Noes:

Absent:

Attest: Clara Bernardo, Secretary of the Board of Trustees

Tulare Public Cemetery District Audit Committee Charter

I. Purpose:

The purpose of the Tulare Public Cemetery District Audit Committee, a subcommittee of the Board of Trustees of the Tulare Public Cemetery District, is to assist the Board of Trustees in fulfilling its fiduciary responsibilities.

II. Composition of the Audit Committee:

The Audit Committee shall be comprised of two designated Board of Trustee members, District Manager or designee, and a minimum of at least one representative of the public that resides in the district of the Tulare Public Cemetery District. The members of the Audit Committee shall elect their Chair and Secretary.

III. Duties and Responsibilities:

The Audit Committee shall be scheduled to meet at least once every month normally by the third Thursday of the month and at other dates scheduled by the Chairman of the committee. All meetings of the Audit Committee shall be posted 72 hours in advance of the meeting, open to the public and all persons shall be permitted to participate in accordance to the Brown Act.

The members of the Audit Committee shall be provided, for their review, all necessary financial records pertaining to the operation of the district regarding the monthly revenues and expenditures of the district. Such financial records shall include but are not limited to the district bank statements that identify the recipient of each check, the amount of the check, check number and the date of the check; verify payroll reports against bank statements; review miscellaneous checks issued; randomly pull monthly PVQ's and compare invoices to checks issued; once a quarter verify petty cash; verify payroll checks against bank statements; and quarterly compare financials Year-to-date to budget. The Committee shall perform any other duties and responsibilities as the Committee deems appropriate to perform.

The minutes of each Audit Committee meeting shall be included in the monthly Board of Trustee packet with their findings and recommendations.

IV. Resources and Authority of the Audit Committee

The Audit Committee shall have the resources and authority appropriate to discharge its duties and responsibilities.

V. Adoption of Audit Committee Charter

Adopted at a regular/special meeting of the Tulare Public Cemetery Board of Trustees, held on the _____ day of September 2023, by the following vote to wit:

Ayes:

Noes:

Absent:

Attest: Clara Bernardo, Secretary of the Board of Trustees

April 23, 2025

Rev 1

Tulare Public Cemetery District
900 E. Kern Avenue,
Tulare, CA
93274

Attention: Charlie Ramos and Steve Presant

Dear Charlie and Steve,

Re: Fee Proposal for Tulare's Cemeteries

It was great to meet with you today and get your feedback on the scope of work we set out in our letter of April 9th. We said we would follow up with this modified fee proposal that you can present to the Board on Thursday, April 24th. It outlines the tasks we believe you need us to undertake to address some of your immediate priorities, as well as some longer-range master planning needs to help guide you in your decisions as you develop the cemeteries over the years to come.

Once you've presented the scope of work outlined below to the Board and you obtain their agreement to proceed, we will finalize the fees and provide you a contract to review and sign so we can begin the work. This proposal is set out under the following headings:

1. Project Understanding
2. Work Plan,
3. Optional Additional Work;
4. Fees;
5. Schedule, and
6. Conclusion
7. Appendix 1: Why LEES+Associates?

Project Understanding

The Tulare Public Cemetery District serves the interment needs of more than 350 families each year at its two cemeteries. The first burial at Kern Cemetery took place in 1890. It is about 50 acres and almost fully developed. Opened in 1994, North J Cemetery is situated on North J Street and spans approximately 10 acres, with an additional 40 acres of undeveloped grassland to the south. It offers ample potential for expansion to serve Tulare families for several decades to come.

Kern Cemetery

Your immediate priority at Kern Cemetery is to provide additional interment options for Oleander Lane. At least one family is interested in being interred here, and you need to finalize the range of interment options that you will develop along this edge, as well as the landscape treatment that will attract other families to bury here.

Kern Cemetery is approaching a critical juncture in its lifespan and is almost at capacity with no additional land to expand. A high-level cemetery master plan process is urgently needed to carefully plan the remaining opportunities to maximize capacity and provide interment and memorialization options that meet the changing and upcoming interment preferences of Tulare families in the 21st century. However, you wish to prioritize the development of Oleander Lane first.



Figure 1: Kern Cemetery: Oleander Lane (Google Streetview)

North Cemetery

Your immediate priority at North Cemetery is to provide sufficient parking for larger numbers of family and friends attending a funeral, as concerns around health and safety have been raised about overflow parking along J Street.



Figure 2: North Cemetery (Google Streetview)

WORK PLAN

We propose separating the scope of work for each cemetery into two projects:

- **Project A: Kern Cemetery - Oleander Lane Memorial Gardens Concept**
- **Project B: North Cemetery- Land Use Organization Diagram and Parking Concept**

PROJECT A: KERN CEMETERY- OLEANDER LANE MEMORIAL GARDENS CONCEPT

Your immediate priority at Kern Cemetery is to provide additional interment options along Oleander Lane. We have given this project the working title of Oleander Lane Memorial Gardens, and we propose the following scope of work to a concept design level:

Phase 1: Project Start Up and Background Gathering

We will hold a virtual start-up meeting and workshop with you and a working group of key Board members to reaffirm the Board's goals and objectives for the development. At this workshop, we will confirm the range of things that need to be considered in the design, including but not limited to:

- The range of interment options, including family estate lots, columbaria, monuments, and markers;
- Landscape elements including fencing, trees and shrubs, locations of existing utilities, and other things such as the existing benches, and
- Access, operations, and maintenance considerations.

Phase 2: Draft Concept Design

We will prepare a concept design package including, but not limited to:

- A colored plan describing the spatial organization of the component parts of Oleander Lane Memorial Gardens
- A colored cross-section of the Gardens showing the relationship between the Street and Oleander Lane Memorial Gardens
- A colored diagram showing the mix of the proposed interment and memorialization options, including the amount of each type of inventory and an estimate of the number of years of capacity
- A High-Level Return on Investment (estimate of Gross Revenue from all the new interment and memorialization inventory shown in the proposed interment and memorialization diagram, less the cost of development).

Review Meeting

We will host a virtual meeting to present the draft concept design package to you and your Board to receive your feedback

Phase 3: Final Concept Design

We will apply your feedback to this final concept design package in the next phase of this work plan.

Review Meeting

We will host a virtual meeting to present the final concept design package to you and your Board.

Final Deliverable

We will provide you and your Board with a graphic document that sets out the vision and intent for the development of Oleander Lane Memorial Gardens. This document will provide the mandate and clear direction on what you want taken forward to the Detailed Design stage with construction documents for phased implementation on the ground.

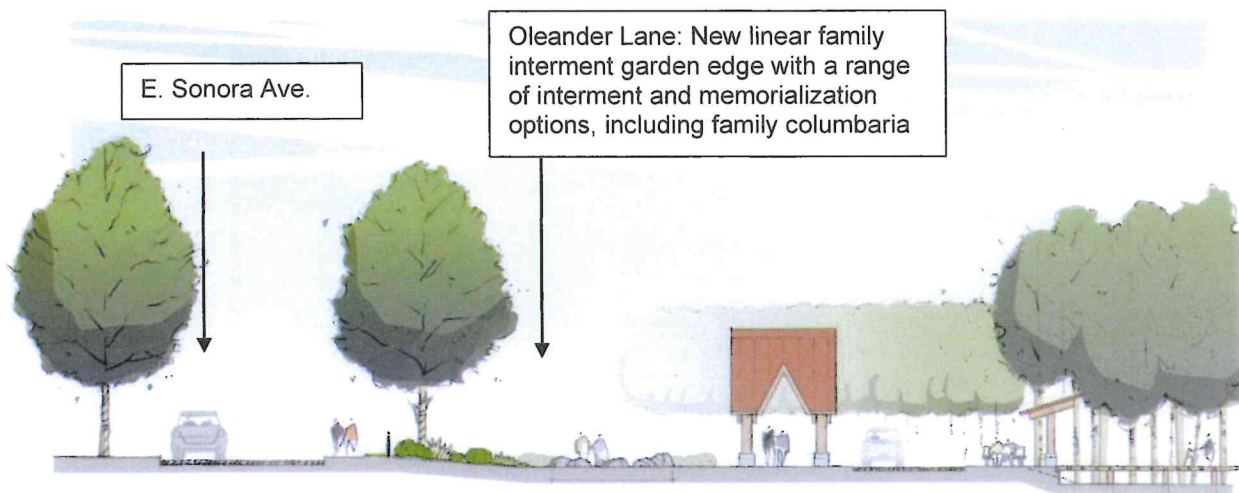


Figure 3: Example of a Cemetery Boundary treatment providing a mix of interment options by LEES+Associates

PROJECT B: NORTH CEMETERY LAND USE ORGANIZATION DIAGRAM AND PARKING CONCEPT

Your immediate priority at North Cemetery is to provide sufficient parking for larger numbers of family and friends attending a funeral, as concerns around health and safety have been raised about the lack of properly organized parking inside the cemetery, and overflow parking taking place along J Street. This needs to be thought through and designed within the context of a high-level land use organization diagram that will articulate the long-term vision for the cemetery's development.

To address both the long-term planning of the cemetery and the immediate parking issues, we propose the following scope of work at a concept design level:

Phase 1: Project Start Up and Background Gathering

We will hold a virtual start-up meeting and workshop with you and a working group of key Board members to reaffirm the Board's goals and objectives regarding the long-term vision for the cemetery's development and where the parking should be located as part of that land use organization. We will take the insights arising from this workshop and apply them to the designs in the next phases of this work plan.

Phase 2: Cemetery Land Use Organization Diagram

We will prepare a draft Cemetery Land Use Organization diagram. It will be a colored diagram describing the long-term vision of the cemetery's development that articulates where the proposed parking will be developed in relation to burial expansion areas, the operations yard, main access and circulation routes, and the other key elements of the cemetery.

Review Meeting

We will host a virtual meeting to present the draft Cemetery Land Use Organization Diagram to you and your Board. With your feedback, we will finalize this diagram.

Phase 3: Parking Concept Design

Using the Cemetery Land Use Organization Diagram to provide context, we will develop the Parking Concept Design package that will include:

- A colored plan to scale with key dimensions describing the spatial organization of the component parts of the parking areas, parking lot sizes, including accessible parking spots, and hard and soft landscape materials, and
- A high-level estimate of costs to be used by the Board for construction budget planning purposes.

Review Meeting

We will host a virtual meeting to present the draft parking concept design package to you and your Board. Based on your feedback, we will finalize the package.

Final Deliverable

We will provide you and your Board with a graphic document that sets out the vision and intent for the long-term overall development of North Cemetery, and the concept Design for the Parking. This document will provide the mandate and clear direction on what the Board wants taken forward to a Detailed Design Stage with construction documents for phased implementation on the ground.

OPTIONAL ADDITIONAL WORK

North Kern Cemetery Master Plan Concept

In addition to the parking challenges at North Cemetery, you are facing pressure to sell portions of your undeveloped land bank for things like advertising and other incompatible uses. You have entered into an agreement with a solar farm to utilize the undeveloped lands through a 30-year lease. You are also being asked for interment and memorialization options, like natural burial, which is currently not offered at either cemetery.

With all these and other uncertainties impacting the cemetery, a high-level cemetery master plan is urgently needed to guide the cemetery's long-term development answer fundamental questions such as:

1. What new types of interment and memorialization should be offered at North Cemetery, and are the interment needs different from those of families served by Kern Cemetery?
2. How long will the current developed cemetery last before new burial expansion areas need to be developed on the lands to the south, and how do we make sure the solar farm vacates in a series of phases at the appropriate times?

Let us know if this is something you would like to explore now, or as part of a future project to help guide you and the Board in your decisions as you develop the cemetery in the coming months and years.

Detailed Design Stage

Once you and the Board have approved the concept design packages of work, you will have clarity and consensus on the order of priorities and which ones need to be taken forward first to the Detailed Design Stage. As an example, we can provide you with Tender Ready Construction Documents for the first phase of development for Oleander Lane Memorial Gardens at Kern Cemetery. Constriction designs would include details of:

- Proposed interment offerings such as grave covers, plot trims, headstones, new columbaria, and incorporation of the existing benches;
- Hard landscape elements such as fencing, granular surface materials;
- Soft landscaping, including low-water, low-maintenance planting plans of trees and shrubs, and
- Cost estimates and specifications

Family Demand and Land Needs Analysis

We recommend you engage us to undertake the Family Demand and Land Needs Analysis to project the amount of each interment and memorialization type that will be needed to meet the demand of Tulare and area families over the next 25 years. With this understanding, you will be able to plan the development and expansion of your remaining cemetery lands. This will give you greater financial control as you will be able to predict how much each phase of expansion will cost and when the money for development will be needed, tied to your 10 or 20-year capital plan, and the expected gross Return on Investment. You will also know the projected number of years that each cemetery will remain active, and can begin to make plans for that eventuality.

ESTIMATED FEES

We provide the following estimate of consulting fees as recommended budget allowances for the purpose of discussion with your Board at the meeting on April 24th:

<i>Project</i>	<i>Fee Range Budget (USD)</i>
Project A: Kern Cemetery, Oleander Lane Memorial Gardens	\$ 7,500- \$11,000
Project B: North Cemetery- Land Use Organization Diagram and Parking Concept	\$ 7,500- \$11,000
Disbursements	\$500
<i>Total (excluding taxes):</i>	<i>\$15,500-\$22,500</i>

Savings

If you ask us to complete both projects at the same time, there may be some time and fee efficiencies that would bring the price down.

When you confirm that the Board supports the work plan, we will provide an accurate fixed estimate of the consulting fees.



Figure 4: Example of a Concept Cemetery Master Plan by LEES+Associates

SCHEDULE

We can begin working with you within one to two weeks of your engagement. The deliverables outlined in the work plan above will take about three months to complete. Typically, the Phase 6 detailed design stage takes about three months to complete.

CONCLUSION

We trust that this Fee Proposal meets your expectations, but if we have overestimated or underestimated your needs, please let us know, and we will refine the work plan and fees accordingly.

We look forward to hearing from you.

Yours sincerely,



Richard Cook

Owner/Principal

Cc

- Josh Bernsen, Practice Lead, LEES+Associates

Encs:

- Appendix 1: Why LEES+Associates?

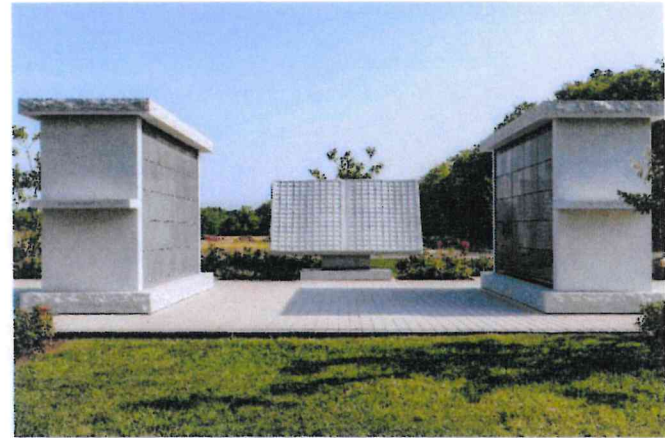
WHY LEES+ASSOCIATES?

Our Work in California

Richard Cook, Owner and Principal of LEES+Associates, heads up our California Cemeteries Practice and has established our 27-person team to cater to the unique California landscapes. Our Founding Principal, Erik Lees, is familiar with California's Public Cemetery community, and has presented specialized topics at the state association's annual conferences on numerous occasions. Erik and Richard utilize their familiarity with California cemetery practices in providing strategic oversight. Our Senior Landscape Architect, Josh Bernsen, has been practicing Landscape Architecture in both the United States and Canada. Having grown up in Imperial Valley, Josh is intimately familiar with the social and physical landscape of Southern California.

LEES+Associates has completed over 500 cemetery projects. We have undertaken 45 cemetery projects across California, including most recently:

- Coachella Cemetery Master Plan, Coachella Valley Public Cemetery District (2023-2025),
- Murietta Cemetery Fees and Charges Strategy, Murietta Valley Cemetery District, Murrieta, CA (2022)
- Solano Cemetery District Site Suitability Study, Solano Cemetery District, City of Fairfield, CA (2021)
- Wildomar Cemetery Master Development and Business Plan, City of Wildomar, CA (2019)
- Wildomar Cemetery Fee Study, City of Wildomar, CA (2020)
- Madronia Cemetery Expansion – Cremation Garden Concept Design, Saratoga Cemetery District, Saratoga, CA (2022)
- Cathedral Memorial Gardens Cemetery Market and Feasibility Study, Diocese of Orange, Garden Grove, CA (2014)



LEES+Associates has been in practice for 27 years and has over 27 professional staff including professional landscape architects, landscape designers and planners, a Chartered Professional Accountant, and administrative staff. Founded by Erik and Kathi Lees in 1998, the firm is now owned and operated by principals, Megan Turnock, Heidi Redman, and Richard Cook with a combined industry experience of over 55 years.

LEES+Associates is proudly a majority woman-owned company. We are not only the largest specialist cemetery planning firm in North America, but the only one that brings actual cemetery management and operating experience to our clients. Our founding principal (Erik Lees, FCSLA, RPP) was responsible for municipal cemeteries in various communities for 20 years. He has maintained sites, opened and closed graves, exhumed caskets, and is familiar with all aspects of cemetery administration, business, and records management. This results in a level of expertise available to you that no other cemetery consultant can provide, and one we feel adds significant value to all our work.

As North America's leading cemetery planning and design firm, we have a proven record of success in the preliminary planning, master planning, conceptual design, detailed design, and construction of cemeteries across the United States, Canada, and further internationally. We are committed to staying at the forefront of innovation in cemetery design and technology by maintaining extensive, broad, and recognized excellence in all aspects of planning and managing cemetery systems.

Our firm has undertaken over 500 cemetery projects. We have provided cemetery master plans, business plans, operating procedures, and a full range of associated plans, policies, cemetery rules and regulations, and management strategies for cemeteries across North America and beyond, including 45 projects in California. We collaborate with our clients to emphasize the importance and meaning of these crucial community spaces, leveraging our unmatched industry experience and technical proficiency to develop site-specific solutions that are sustainable and enduring.



Figure 5: Nordegg New Cemetery, Clearwater County, By LEES+Associates

To whom it may concern I graciously ask for you to allow my daughter's headstone to be planted. I sadly lost my first born child due to SIDS in 1997. She was born premature and only got to experience the gift of life for six weeks, where the first three were spent in the hospital. I never got over the passing of my beloved first born. Due to my financial situation, I was unable to provide my daughter with the headstone she deserves. Luckily God had gifted me with another daughter, who after 28 years, wanted to bless me and her sister who passed with a headstone I was unable to afford. I am praying that you guys allow us to fulfill our wishes and lay the headstone to rest with my daughter so she can have the final resting place she deserves. The dimensions of the headstone is 12 by 24. We were not aware, if any, size requirements or standards. We just ask if you guys have it in your hearts to finally lay my babies headstone to rest.



Give thanks to the LORD, for He is good; His love endures forever.

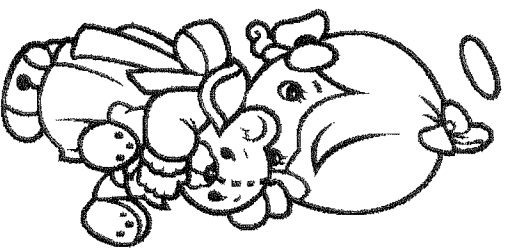
Psaln 118:29

Grey

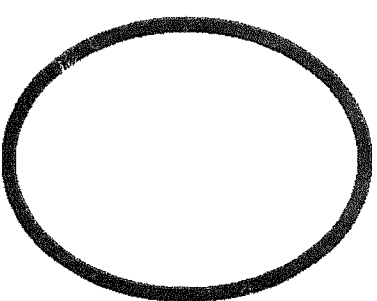
12x24

P. 46

Abelina Cruz Hernandez Mejia



*Now she flies
with the Angels*



January 28, 1997 - March 16, 1997

You are the goodbye ill never know how to say

Authorization Signature needed before process can be started.

X

Date:

Abelina Cruz Hernandez Mejia



Now she flies  *with the Angels*



January 28, 1997 - March 16, 1997

You are the goodbye ill never know how to say



Kern Avenue Cemetery

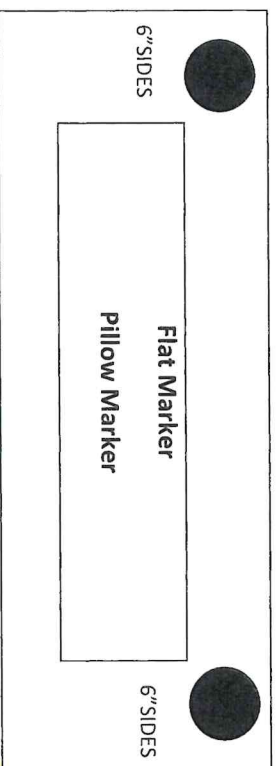
900 East Kern Avenue

Tulare, CA 93274



Flat Stone & Pillow Marker Setting

8"x16", 12"x24", 12"x30", 12"x36", 12"x48", 12"x60" and 12"x72"



Baby Grave Markers Must ONLY be 8"x16"

Family wants to add same size as North 12x24

6" Borders on sides and bottom with 7 1/2" on top where vase or vases go

Two (2) vases permitted for baby and single grave marker.

Four (4) vases are permitted for double grave marker size 12"x36" or larger.

Vases shall be spartan series gray aaeon or equal.



North Tulare Cemetery

4572 North J Street
Tulare, CA 93274

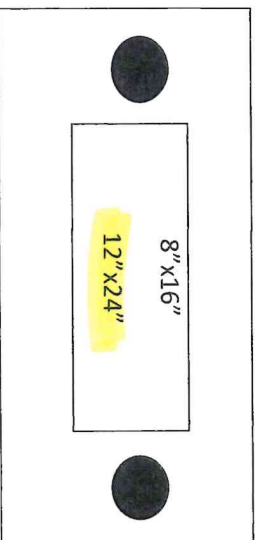
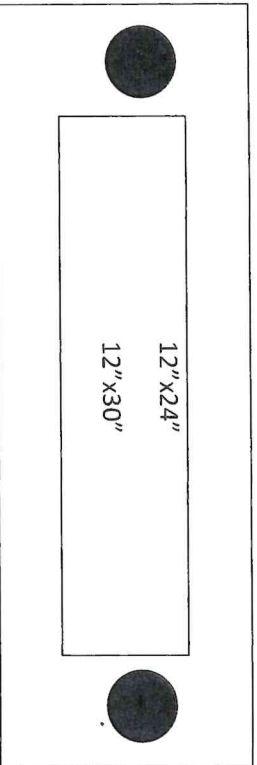


Flat, Upright, Slants, Hickeys, and Pillow

A grave is 4ft wide

12"x24" or 12"x30" for Single Markers

Baby Grave Markers Must be 8"x16" or 12"x24"

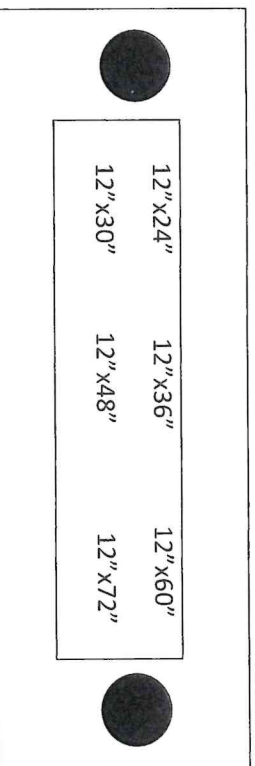


Boarder is the width of the grave. The stone is centered in the 4 feet. Frame and the vases are in the center of the left and the right sides equally spread between the stone and the end of the boarder.

6" boarder at the top and bottom.

Two (2) vases only. Vases must be spartan series gray aaeon or equal.

12"x24", 12"x 30", 12"x36", 12"x48", 12"x60", 12"x72" for double markers or larger



6" boarder at the top and bottom.

Center stone in frame then center the vases between stone and the sides of the frame, also enter from top to bottom.

Two (2) vases only. Vases must be spartan series gray aaeon or equal.

Deceased Record Print View

[Print](#) [Back](#)

ABELINA CRUZ -HERNANDEZ MEJIA

FULL NAME

ABELINA CRUZ -HERNANDEZ MEJIA

DATE OF BIRTH

01/28/1997

AGE AT DEATH

1 Month, 2 Weeks, 2 Days

BURIAL DATE

03/24/1997

CEMETERY

KERN - Tulare Public Cemetery

District

PLOT NAME

E/#922

SECTION

E

ROW

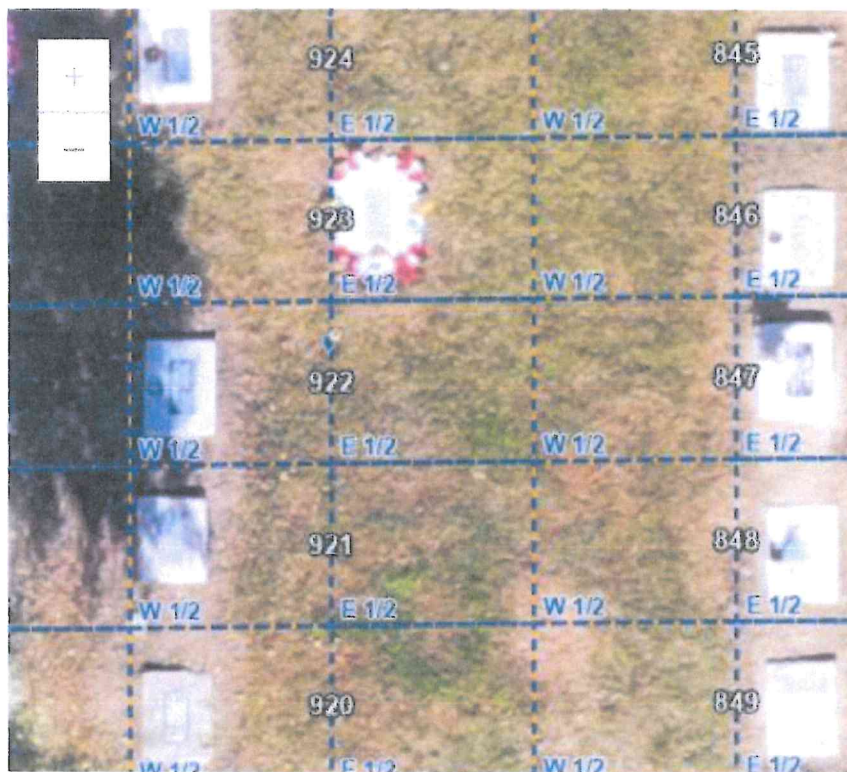
#

PLOT NUMBER

922

OTHER BURIALS

JEANETTE CAROL FIEN



Powered by Esri

Final name of owner.





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

May ____, 2025

Lighthouse Rescue Mission
ATTN: Jim Pennington
127 West Kern
Tulare, Ca 93274

Re: Letter Agreement for District Lands Beautification Volunteering

Dear Mr. Pennington:

The Tulare Public Cemetery District (the “**District**”) is entering into this professional services letter agreement (this “**Agreement**”) with Lighthouse Rescue Mission, a California registered non-profit corporation (the “**Non-Profit**”) for the services as further described below and detailed in Exhibit “A” of this Agreement. The District and the Non-Profit are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.” In consideration of the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties set forth their mutual covenants and understandings as follows:

Scope of Services

The scope of services to be provided pursuant to this proposal are more fully described in **Exhibit “A”** which is hereby fully incorporated into this Agreement by reference and made operative (collectively, such services are referred to as the “**Services**”). However, the Services shall include the beautification of District lands and all Services shall be directed by District staff on a daily basis. The Services agreed to shall only be provided by the Non-Profit if and when requested by the District. The Non-Profit shall not provide more than 15 total hours of work per day. The Non-Profit shall not provide any Services on weekends or holidays unless agreed to by both Parties. The District may request as many or no days of the provided Services as it deems necessary for the sole purposes of the District. However, on average the District anticipates around three days per week of 15 hours per day for the summer and fall season.

Compensation

In consideration for the performance of the Services, the District agrees to donate a nominal sum to the Non-Profit in the amount of THREE HUNDRED AND FIFTY DOLLARS (\$350.00) per day for 15 hours of labor divided amongst 3 volunteers, or a prorated amount per hour depending on the total hours worked of all volunteers per day of TWENTY THREE AND ONE THIRD DOLLARS per hour (\$23.33/hour). Non-Profit shall not be compensated for any services rendered that are outside the scope of Services without a written amendment to this Agreement. This Agreement does not guarantee any work or any donation. A donation shall only be provided to the Non-Profit for days requested for work by the District and that are actually worked. The donation shall be calculated based on the total hours worked by all volunteers. All volunteers shall sign a volunteer waiver and release agreement prior to providing Services to the District. Any hours worked that are associated with a volunteer that has not executed a volunteer waiver and release shall not be included in the total for the calculation of the donation to the Non-Profit.

Lighthouse Rescue Mission
Lands Beautification Services
May [REDACTED], 2025

Term of Agreement

This Agreement shall become effective upon the last date this Agreement is signed by the Parties and shall continue until such time as the earlier of: (1) a period of one (1) year following the full execution of this Agreement, or (3) the termination of this Agreement by either Party pursuant to article 2 of Exhibit "B."

Standard of Performance

Non-Profit shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Non-Profit represents that it, its volunteers, employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement.

Incorporation of Terms and Conditions

Non-Profit acknowledges and agrees that the terms and conditions attached hereto as **Exhibit "B"** and the insurance requirements of **Exhibit "C"** are both incorporated by reference into this Agreement, and are applicable and operative as if fully set forth in the terms of this Agreement. The Non-Profit shall maintain all insurance requirements as specified in Exhibit "C."

Acknowledgement of the Parties

If the terms of this Agreement are acceptable, please so indicate agreement by signing in the space provided below. Upon acceptance, this Agreement will become a binding Agreement between District and Non-Profit.

We look forward to the opportunity to work with you. Please do not hesitate to contact me with any questions or comments.

Sincerely,

By: _____
Stephen Presant,
Tulare Public Cemetery District Board Chairman

Acknowledged, Agreed and Accepted:

Lighthouse Rescue Mission

Signature Acceptance: _____ Date: _____
Jim Pennington, [REDACTED]
jmspennington@yahoo.com

Lighthouse Rescue Mission
Lands Beautification Services
May [REDACTED], 2025

EXHIBIT "A"

Services

Please briefly describe all services.

EXHIBIT "B"

Terms and Conditions

1. Independent Contractor. Neither Non-Profit nor any of Non-Profit's volunteers, officers, employees, agents, or contractors, if any, is an employee of District by virtue of this Agreement or performance of any work under this Agreement. Neither Party has the right or power to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other Party. Each of the Non-Profit's volunteers shall sign a volunteer waiver and release agreement prior to providing any Services to the District.
2. Termination. Either Party may immediately terminate this Agreement for any reason or no reason at all with written notice to the other Party. Upon termination the District shall pay all owed amounts for services rendered to the Non-Profit.
3. Assignment. Neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent.
4. Subcontractors. Non-Profit shall not retain any subcontractor to perform all or any portion of the Services except with the prior written approval of District.
5. Amendments and Modifications. Alterations, modifications or amendments of any provisions of this Agreement shall not be binding unless in writing and signed by an authorized representative of both Parties.
6. Severability. If any provision of this Agreement is rendered invalid or unenforceable, the remaining provisions shall, to the maximum extent possible, remain in full force and effect.
7. Counterparts. This Agreement may be executed in multiple counterparts, including through the electronic exchange of signatures, each of which shall be an original but which, when executed together, shall constitute one and the same instrument.
8. Waiver. The waiver of any breach of this Agreement shall not constitute waiver of any other breach and any failure to enforce a provision of this Agreement shall likewise not constitute a waiver or create an estoppel with regard to the enforcement of any other provision.
9. No Third-Party Beneficiaries. Nothing herein, expressed or implied, is intended or shall be construed to confer upon or give to any person, other than the Parties hereto and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.
10. Entire Agreement. This Agreement contains the entire understanding of the Parties and supersedes any prior, oral or written understanding or agreement among any of the Parties relating in any way to the services to be provided pursuant to this Agreement.
10. Indemnity. Non-Profit shall be responsible for all injuries to persons and for all damage to real or personal property of District or third parties, to the extent caused by or resulting from any action or inaction of the Non-Profit or its employees, agents, volunteers, or subcontractors during the performance of or connected with the rendition of services hereunder. To the fullest extent permitted by law, Non-Profit shall defend (with independent counsel approved by District), indemnify and hold harmless the District, and all officers, trustees, contractors, and employees (each, an "Indemnified Party") from any and all liability, claims, costs (including reasonable attorneys' fees), demands, damages, expenses, and causes of action: (i) for damages to real or personal property, or personal injury to any third party to the extent resulting from the negligent error, act or omission of Non-Profit, its employees, volunteers, or its agents; or (ii) to the extent of any breach of Non-Profit's obligations, duties or covenants under this Agreement or transactions related to Non-Profit's performance hereunder. Non-Profit's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by the negligence or other act or omission of an Indemnified Party. The obligations included in this clause shall survive the termination of this Agreement.

11. Confidentiality of Agreement. Neither Party shall disclose any of the terms of this Agreement to any person or entity, other than its attorneys and accountants, without the prior written consent of the other Party, unless and only to the extent such disclosure is required by law.

12. Force Majeure. Neither Party is liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including, but not limited to, acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, acts of terrorism, fire, floods, explosions, sabotage, nuclear incidents, electrical blackouts or brownouts, lightning, weather, earthquakes, storms, sinkholes, epidemics, pandemics, strikes or similar nonperformance or defective performance or late performance of employees, suppliers or subcontractors.

15. Invoices and Payment. At least once per month (but not more than once per month unless agreed in writing by District) Non-Profit shall invoice District for its fees, expenses and cost incurred during the billing period, including any reimbursable expenses. Invoices are due upon receipt and District agrees to pay each invoice within thirty (30) days of the receipt of the invoice. If District objects to all or any portion of any invoice, District shall so notify Non-Profit within twenty (20) days from the receipt, give reasons for the objection, and pay that portion of the invoice not in dispute within thirty (30) days of the receipt of the invoice in question.

16. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to any conflict of law principles and, in the event of litigation, each Party expressly consents to the jurisdiction of the California State Court, County of Tulare and the Federal District Court, Southern District of California.

17. Attorney Fees. If either Party becomes involved in arbitration or litigation arising from this agreement or the performance or interpretation of it, the arbitrator, court or tribunal in such arbitration or litigation or in a separate suit shall award reasonable costs and expenses of arbitration and litigation, including expert witness fees and attorney fees, to the prevailing Party or Parties.

[End of Terms and Conditions]

EXHIBIT "C" Insurance Requirements

A. Requirement. Prior to performing the Services herein, throughout the duration of the Agreement, and for twelve (12) months following completion of this Agreement, Non-Profit shall, at its sole cost and expense, procure and maintain the following types and limits of insurance, containing the additional insured endorsements and cancellation clause set forth herein. Any deductibles or self-insured retentions must be declared to and approved by District prior to the commencement of the Services. Non-Profit hereby agrees to waive subrogation which any insurer of Non-Profit may acquire from Non-Profit by virtue of the payment of any loss. Non-Profit agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. All insurance required by express provision of this Agreement shall be carried only by California-admitted insurance carriers with a current A.M. Best rating of no less than A:V, unless otherwise acceptable to District.

B. The minimum types and limits of insurance are as follows:

- i. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01), or equivalent, (Including operations, products and completed operations, as applicable), with a limit of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$4,000,000.
- ii. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto), or equivalent, with a limit of not less than \$1,000,000 per accident for bodily injury and property damage.
- iii. Workers' Compensation insurance as required by the State of California.
- iv. Employers' Liability insurance with the following limits: \$3,000,000 each accident; \$3,000,000 policy limit bodily injury by disease; \$3,000,000 each employee bodily injury by disease.
- v. Errors & Omissions Liability insurance appropriate to the Non-Profit's profession with a limit of not less than \$3,000,000. Architects' and engineers' coverage is to be endorsed to include contractual liability, to the extent such coverage is reasonably available in the market.
- vi. If Non-Profit maintains higher limits than the minimums shown above, District requires and shall be entitled to coverage for the higher limits maintained by Non-Profit. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

C. Other Mandatory Insurance Provisions.

i. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

a. "TULARE PUBLIC CEMETERY DISTRICT" (AND EACH OF THEIR RESPECTIVE OFFICERS, TRUSTEES, OFFICIALS, EMPLOYEES, AND VOLUNTEERS) ARE COVERED AS ADDITIONAL INSURED AS RESPECTS: LIABILITY ARISING OUT OF WORK OR OPERATIONS PERFORMED BY OR ON BEHALF OF THE LIGHTHOUSE RESCUE MISSION; OR AUTOMOBILES OWNED, LEASED, HIRED, OR BORROWED BY THE LIGHTHOUSE RESCUE MISSION.

b. For any claims related to the Services, Non-Profit's insurance coverage shall be primary insurance as respects the District Entities, and their respective officers, officials, employees, and volunteers. Any insurance or self-insurance maintained the District Entities and their agents, managers, partners, equity holders, officers, officials, employees, or volunteers shall be excess of Non-Profit's insurance and shall not contribute with it. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by either Party, except after thirty (30) days prior written notice has been provided to District.

[End of Insurance Requirements]



I request to volunteer my services to the Tulare Public Cemetery District (the “**District**”), for all types of grounds beautification activities. I hereby acknowledge, understand and agree that by participating as a volunteer, including entering the District’s premises and facilities, I may be exposed to risks of damage to my person or property, including but not limited to, illness, injury to my person or personal property, accident or death. I understand, acknowledge and agree that such damage may be caused, either directly or indirectly, in whole or in part, by my participation as a volunteer. I agree to take all reasonable precautions to avoid injury or harm to myself and to other and to avoid damages to property.

I HEREBY AGREE, in consideration for the District allowing me to participate as a volunteer, that I, my personal representatives, heirs, next-of-kin and assigns (collectively the "**Releasors**") hereby release, waive, discharge and covenant not to sue the District and its officials, officers, trustees, employees, volunteers, contractors, and agents, from and for any and all liability for any loss or damage to me or the other Releasors, and from and for any claim or demands therefore on account of injury to the person or property of me or the other Releasors, including illness and death, whether caused by the negligence of me or the other Releasors or otherwise while I participate as a volunteer, whether the risks are known or unknown to me.

I HEREBY AGREE that this Volunteer Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HEREBY AGREE and acknowledge that I will abide by all District rules, procedures, policies, safety requirements and instructions given to me by any and all District personnel during my participation as a volunteer, but will not undertake any activity for which I do not feel sufficiently prepared or able and until I have received instructions. Notwithstanding the prior, I explicitly agree that as a volunteer for the District, I am not an employee of the District and that I am not covered under the District's workers' compensation insurance plan. I intend to perform voluntary services for the District without compensation.

I UNDERSTAND THAT I MAY SEEK THE ADVICE OF AN ATTORNEY IN ANY MATTER CONNECTED WITH THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT BEFORE I SIGN THIS AGREEMENT. I UNDERSTAND THAT I MAY CALL AN ATTORNEY REFERRAL SERVICE OR LEGAL AID OFFICE IN ORDER TO OBTAIN AN ATTORNEY OR LEGAL ADVICE.

Date _____ Volunteer's Signature _____ Volunteer's Name _____

Tulare Public Cemetery District

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.