Tracy Public Cemetery District

Board Meeting Minutes Of April 13, 2022

Regular Board Meeting called to order at 5:33 pm by Chairman Eugene Birk at Schulte Memorial Park District office.

Roll Call:

Present: Chairman Eugene Birk, Vice-Chair Kevin Tobeck, Trustee Derrick Davis, Trustee Scott Arganbright, Trustee Dianne Timan, Manager Warner and Office Admin Brandy Zamora.

Review of Agenda Items:

Visitors in Attendance: Robert Estrada and Laura Magana

Comments from the Floor: None

<u>Minutes</u>: The Regular Session Meeting Minutes of March 9, 2022 were approved with corrections by motion of Trustee Arganbright, second by Trustee Davis, motion passed unanimous.

<u>Financial Report</u>: February 2022 Financial reports were approved by motion of Trustee Davis, second by Trustee Timan, motion passed unanimous.

Monthly Interments: A copy of the March 2022 Burial Report was included in the meeting packet; total for Schulte 22 burials which included 13 full casket burials, o infant burial and 9 cremation burials. 11 At-Need and 11 Pre-Need. Total for Valpico Memorial Park 2 burial which includes 1 full casket burial, 1 cremation burial and 0 baby burial. 2 At-Need and 0 Pre-Need.

<u>Pre-Need Account:</u> The cash amount of pre-paid interment rights and services used (Schulte) for the month of March 2022, \$7,750.00.

<u>Review of Warrants</u>: Warrants of March 30, 2022, were approved by motion of Trustee Davis, second by Trustee Timan, motion passed unanimous.

Trustees Comments:

Old Business:

- A. District Business:
- 1. <u>District Polices</u>: Nothing to report
- 2. <u>Boot Allowance for Groundkeepers</u>: Manager Warner reported the groundkeeper's allowance for their boots needs to be re-visited, the district is paying \$125.00 towards the boots for the groundskeepers and Manager Warner is requesting to up their boot allowance to at least \$200.00, trustees would like for Manager Warner to call Sarvey's and ask how much the cost is for a pair of boots. Update at next meeting.
- 3. <u>Rules/Regulations for Schulte and Valpico</u> Manager Warner reported we need to add additional rules and regulations to our packets we give to our families. We have been having issues with families regarding placing personal items, glass etc., at their grave, the rules for the monuments in each section needs to be updated. Trustees would like to review proposed rules and regulations will update at next meeting.
- 4. <u>Bench Donation</u>: Manager Warner reported the Lopez family would like to donate a bench to be close to their son's grave in Section: C1E Row: 01 Grave: 116, Lopez family will provide size and picture of bench. The district will install a cement pad where the bench will be placed.

A. Schulte Memorial Park

- Main Entrance Project (2nd Phase): Vice-Chair Tobeck reported he is waiting on the bid from All Steal Fence Company. Manager Warner reported we did receive a bid from R and S Erection in the amount of \$92,250.00 to install the fence and operators for the fence only. Still waiting on other bids. Update at next meeting.
- Vaughn Gates/VFW Storage for American Flags: Manager Warner reported American Legion/VFW Mr. Vaughn Gates would like to store their flags at the gas pump shed, the board suggested not too, due to them being near flammable liquid. Will update at next meeting.

B. Valpico Memorial Park:

• Irrigation: Nothing to report

Closed Session: Trustee's and Manager went into closed session at 7:00pm and being no further business to discuss, Closed Session was adjourned at 7:50 pm and resumed to the regular meeting. Manager Warner reported out as follows: discussion regarding Fry Memorial Chapel

Being no further business to discuss, the Regular Meeting was adjourned at 7:55 pm by Chairman Birk.

Respectfully, Maylene Warner

July 2021 through March 2022

VALPICO VALPICO END VALPICO PN 68,000.00 47,350.00 12,800.00 1,200.00 4,550.00 2,100.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 28,200.00 28,200.00 0.00 0.0 0.00 0.00 0.00 0.0 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 0.00 0.00 0.00 0.00 0.00 0.00 110,300.00 3,156.00 7,556.00 4,150.00 4,400.00 79,350.00 7,500.00 250.00 6,900.00 2,350.00 700.00 3,500.00 0.00 0.0 0.0 0.00 0.00 0.00 0.00 0.00 0.0 0.00 0.00 SCHULTE PN 492,215.00 309,115.00 20,400.00 18,150.00 33,850.00 10,650.00 0.00 50.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 SCHULTE END -110,543.87 30,470.23 101,150.00 39,864.10 0.00 0.0 0.00 0.00 0.0 0.00 0.00 0.00 0.00 0.00 0.00 0.0 90.0 0.00 0.00 0.00 9.0 9.0 0.00 9.0 9.0 1,727,904.87 544,471.65 692,963.82 31,725.00 35,540.00 SCHULTE 174,600.00 28,735.00 47,805.89 1,400.00 2,415.00 3,815.00 46,950.00 17,100.00 46,000.00 9,100.00 2,148.00 1,912.00 1,397.00 1,661.00 7,200.00 311.94 398.57 0.00 5,150.00 000 0.00 4010 · Buy Backs / Refunds - Other 3073 · Interest-Cap Improvement Fund Total 4010 · Buy Backs / Refunds 4013 · Non Resident Refund 3016 · Disinternment Fee Income 3065 · Interest-County-Pre-Need 3064 · Interest-STIFEL Advisors 3066 Interest-County-Gen-Res 3080 · Securities Gains/Losses 3068 Interest-County General 3046 · Curr-Taxes-Unsecured 3030 · Saturday Service Fee 4010 · Buy Backs / Refunds 3048 · Supplemental-Taxes 3045 · Curr-Taxes-Secured 3025 · Vault Handling Fee 3010 · Endowment Sales 3040 · Non Resident Fee 4012 · Lot Buy Back 4005 · Vault Purchase 3070 · Interest-Bank 3047 Prior-Taxes 3015 Open/Close 3020 · Vault Sales 3042 · Misc Sales 3005 · Lot Sales Cost of Goods Sold Ordinary Income/Expense Total Income Total COGS Income

Page 1 of 2

68,000.00

28,200.00

102,744.00

492,215.00

30,470.23

1,692,364.87

Gross Profit Expense

Net Income

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FRACY PUBLIC CEMETERY DISTRICT	•
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Accrual Basis

Profit & Loss by Class July 2021 through March 2022

	July 202 SIII					
	SCHULTE	SCHULTE END	SCHULTE PN	VALPICO	VALPICO END	VALPICO PN
5231 - County Auditor	10,798.06	00:00	0.00	00.0	0.00	00:00
5105 · Salaries Regular	262,850.98	0.00	00.00	0.00	0.00	0.00
5120 · Salaries Overtime	42,819.31	00:00	00.00	0.00	00:00	0.00
5130 Retirement	101,962.56	0.00	0.00	0.00	0.00	0.00
5140 · Payroll Taxes						
FICA	19,463.00	0.00	0.00	00.00	00:0	0.00
Medicare	4,541.33	0.00	0.00	0.00	0.00	0.00
IOS	-3,699.43	0.00	0.00	0.00	00.00	0.00
State Unemployment	8,209.20	0.00	0.00	0.00	0.00	0.00
5140 · Payroll Taxes - Other	7,699.77	0.00	0.00	0.00	0.00	0.00
Total 5140 · Payroll Taxes	36,213.87	00:00	0.00	0.00	00:00	00.00
5150 · Health Insurance	133,608.06	0.00	0.00	0.00	0.00	0.00
5165 · Vision Care	733.92	0.00	0.00	0.00	00:00	0.00
5205 · Office Expense	13,228.94	0.00	0.00	2,843.65	0.00	0.00
5210 · Postage	232.00	0.00	0.00	0.00	0.00	0.00
5220 · Meeting Expense	4,284.85	00:0	00:00	0.00	0.00	00.00
5225 Membership/Subscription Expense	738.00	00:0	0.00	0.00	0.00	00:00
5230 Prof Service	10,707.18	0.00	0.00	212.00	0.00	0.00
5240 · Sales Tax	8,343.60	00.0	00:00	00:00	0.00	0.00
5305 · Fuel-Oil-Lube	6,125.65	00.0	00.00	875.17	0.00	0.00
5315 · Uniforms & Laundry	6,876.02	00.00	00.00	0.00	0.00	0.00
5320 · Utility Expense	30,831.23	00.0	00.00	13,173.29	0.00	0.00
5405 · Maint-Equipment	8,132.44	00.0	0.00	484.45	0.00	0.00
5410 Tire-Repair	45.00	00.00	0.00	0.00	00:00	00:0
5415 · Maint-Building/Grounds	66,889.33	0.00	0.00	17,420.09	0.00	0.00
Total Expense	745,421.00	0.00	0.00	35,008.65	00.00	0.00
Net Ordinary Income	946,943.87	30,470.23	492,215.00	67,735.35	28,200.00	68,000.00
et Income	946,943.87	30,470.23	492,215.00	67,735.35	28,200.00	68,000.00

TRACY PUBLIC CEMETERY DISTRICT

Balance Sheet

As of March 31, 2022

Accrual Basis

	Mar 31, 22
ASSETS Current Assets Checking/Savings 1001 · Cash General	51,975.00
1101 · Cash General 1101 · Cash in Bank -General Operating	109,943.11
1112 · Cash in Bank-Pre-Need	70,100.00
1172 · Cash in Bank-Endowment	33,650.00
44101 · Cash in County-General operatin	2,572,638.66
44102 · Cash in County-Gen Reserve	1,316,159.51
44105 · Cash in County-Pre-Need	1,914,630.12
44191 · Capital Improvements Fund	1,047,919.30
Total Checking/Savings	7,117,015.70
Other Current Assets 1273 · Endowment Acct	1,531,351.79
1274 · Endowment Interest Acct	924,494.94
1400 · Returned Checks	-40.50
1900 · Prepaid Expenses	44,912.00
Total Other Current Assets	2,500,718.23
Total Current Assets	9,617,733.93
Fixed Assets	3,314,661.31
2500 · Valpico Land	384,836.19
2150 · Land Improvements 2200 · Building	517,847.00
2300 · Furniture & Equipment	514,866.69
2400 · Accumulated Depreciation	-1,063,476.89
Total Fixed Assets	3,668,734.30
TOTAL ASSETS	13,286,468.23
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities	
2076 · Deferred Inflows	58,663.00
2075 · Deferred Outflows	-337,757.00
2090 · Deferred Income Pre-Need	981,651.00
2070-0 · Pension Liability	1,016,587.00
2010 · Accounts Payable - Manual	12,115.00
2020 · Wages Payable 2050 · Accrued Vacation	4,915.00 38,485.67
Total Other Current Liabilities	1,774,659.67
Total Current Liabilities	1,774,659.67
Long Term Liabilities 2080-0 Health Insurance Retiree	96,218.00
Total Long Term Liabilities	96,218.00
Total Liabilities	1,870,877.67

TRACY PUBLIC CEMETERY DISTRICT

Balance Sheet

Accrual Basis

As of March 31, 2022

	Mar 31, 22
Equity	0.540.000.00
2800 · Fixed Assets Equity	3,516,836.00
2810 · Endowment Equity	1,073,811.02
2820 General Fund Equity	2,451,350.39
2850 · Pre-Need Equity	96,587.00
3000 Opening Bal Equity	109,405.79
3900 · Retained Earnings	2,476,589.91
Net Income	1,691,010.45
Total Equity	11,415,590.56
TOTAL LIABILITIES & EQUITY	13,286,468.23

TRACY PUBLIC CEMETERY DISTRICT Profit & Loss Prev Year Comparison July 2021 through March 2022

	Jul '21 - Mar 22	Jul '20 - Mar 21
0.11	Jul 21 - Mai 22	Sui 20 - Iviai 21
Ordinary Income/Expense		
Income	E 150.00	0.00
3016 · Disinternment Fee Income	5,150.00	198,350.00
3005 · Lot Sales	253,950.00	
3010 · Endowment Sales	131,250.00	97,750.00
3015 · Open/Close	313,985.00	227,600.00
3020 · Vault Sales	100,500.00	74,600.00
3025 · Vault Handling Fee	34,650.00	24,750.00
3030 · Saturday Service Fee	9,100.00	3,900.00
3040 Non Resident Fee	69,750.00	41,300.00
3042 · Misc Sales	7,250.00	11,021.46
3045 · Curr-Taxes-Secured	544,471.65	473,988.09
3046 · Curr-Taxes-Unsecured	47,805.89	44,892.36
3047 · Prior-Taxes	398.57	0.00
3048 · Supplemental-Taxes	692,963.82	27,767.53
3049 · State HOPTR	0.00	3,270.31
3064 · Interest-STIFEL Advisors	39,864.10	19,962.97
3065 · Interest-County-Pre-Need	311,263.00	7,777.00
3066 · Interest-County-Gen-Res	2,993.00	7,290.00
3068 · Interest-County General	56,822.00	8,388.00
3073 · Interest-Cap Improvement Fund	2,601.00	6,810.00
3070 · Interest-Bank	311.94	147.68
3080 · Securities Gains/Losses	-110,543.87	-28,682.38
Total Income	2,514,536.10	1,250,883.02
Cost of Goods Sold		
4005 · Vault Purchase	34,881.00	35,594.78
4010 · Buy Backs / Refunds		
4012 · Lot Buy Back	250.00	1,050.00
4013 · Non Resident Refund	1,400.00	600.00
4010 · Buy Backs / Refunds - Other	6,565.00	6,505.00
Total 4010 · Buy Backs / Refunds	8,215.00	8,155.00
Total COGS	43,096.00	43,749.78
Gross Profit	2,471,440.10	1,207,133.24
Expense		
5231 · County Auditor	10,798.06	7,048.00
5105 Salaries Regular	262,850.98	290,392.00
5120 · Salaries Overtime	42,819.31	41,566.53
5130 · Retirement	101,962.56	117,105.53
5140 · Payroll Taxes		
FICA	19,463.00	20,581.42
Medicare	4,541.33	4,274.77
SDI	-3,699.43	-3,535.81
State Unemployment	8,209.20	3,728.47
5140 · Payroll Taxes - Other	7,699.77	538.64
5176 Taylon Taxos Callon	.,	

Net Income

TRACY PUBLIC CEMETERY DISTRICT Profit & Loss Prev Year Comparison

July 2021 through March 2022

	Jul '21 - Mar 22	Jul '20 - Mar 21
Total 5140 · Payroll Taxes	36,213.87	25,587.49
5150 · Health Insurance	133,608.06	97,932.87
5165 · Vision Care	733.92	1,069.84
5205 · Office Expense	16,072.59	13,421.47
5210 · Postage	232.00	220.00
5220 · Meeting Expense	4,284.85	5,503.78
5225 · Membership/Subscription Expense	738.00	1,178.00
5230 · Prof Service	10,919.18	15,082.35
5240 · Sales Tax	8,343.60	5,753.00
5250 · Bank Charges	0.00	-2.50
5305 · Fuel-Oil-Lube	7,000.82	5,202.02
5315 · Uniforms & Laundry	6,876.02	6,146.15
5320 · Utility Expense	44,004.52	48,240.87
5330 · Equipment Purchase	0.00	17,333.77
5405 · Maint-Equipment	8,616.89	18,204.33
5410 · Tire-Repair	45.00	0.00
5415 · Maint-Building/Grounds	84,309.42	228,035.61
Total Expense	780,429.65	945,021.11
Net Ordinary Income	1,691,010.45	262,112.13
t Income	1,691,010.45	262,112.13

	2022 Burials	29	17	22	15									83		2022 Burials	4	~	2	2									
ARK	PN USED	\$3,705	\$4,805	\$7,750	\$4,700.00									\$ 20,960.00	IRK	PN USED	, \$	ı \$	· \$	\$ 2,800.00	ı ⇔	· \$, \$, \$	· \$	•	, \$	· •	' \$
RIAL P	N N	19	13	7	14									22	RIAL PA	N N	0	0	0	~									
MEMO	AN	10	4	11	-									56	MEMO	AN	4	-	2	4									
SCHULTE MEMORIAL PARK	Ash	7	2	6	7									0	VALPICO	ASH AN PN	-	0	~	0									
	Baby	0	0	0	_									0		BABY													
	Full	18	12	13	7									20		FULL	8	_	-	2									
	Month	January	February	March	April	May	June	July	August	September	October	November	December	Totals		MONTH	January	February	March	April	May	June	July	August	September	October	November	December	Totals

1:20 PM 05/16/22 Accrual Basis

TRACY PUBLIC CEMETERY DISTRICT Warrant Request

April 27, 2022

Name Address	Num	Name Account #	Split	Amount
AT & T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	11912	6201000000	44101 · Cash in County-General o	709.90
Total AT & T				709.90
ATT LONG DISTANCE CO P.O. BOX 5025 CAROL STREAM IL 60197-5025 P.O. BOX 5025 CAROL STREAM IL 60197-5025	11890 11890	624900000 624900000	44101 · Cash in County-General o 44101 · Cash in County-General o	1,218.28 221.74
Total ATT LONG DISTANCE CO				1,440.02
B.J.'S CONSUMER'S CHOICE PEST CONTROL P.O. Box 2249 MANTECA,CA 95336	11893	6260000000	44101 · Cash in County-General o	160.00
Total B.J.'S CONSUMER'S CHOICE PEST CONTRO	L			160.00
BAY ALARM CORPORATE OFFICE PO BOX 51041 LOS ANGELES CA 90051-5337 PO BOX 51041 LOS ANGELES CA 90051-5337	11887 11887	6260000000 62600000000	44101 · Cash in County-General o 44101 · Cash in County-General o	219.69 466.58
Total BAY ALARM CORPORATE OFFICE				686.27
Best Best & Krieger, Attorney at Law P.O BOX 1028 RIVERSIDE, CA 92502	11891	6220000000	44101 · Cash in County-General o	315.00
Total Best Best & Krieger, Attorney at Law				315.00
BRANDY ZAMORA - VISALIA CON HELD IN APRI	VENT 11910	TON THAT WA	44101 · Cash in County-General o	25.36
Total BRANDY ZAMORA				25.36
BRENTWOOD DECORATIVE ROCK, INC 6745 Brentwood Blvd Brentwood, Ca 94513	11894	6260000000	44101 · Cash in County-General o	36.58
Total BRENTWOOD DECORATIVE ROCK, INC				36.58
CONNIE ACOSTA	44000	REFIND	44101 · Cash in County-General o	140.00
Total CONNIE ACOSTA	FOR	VASE @ NIC	HES · SCHULTE	140.00
DERRICK DAVIS 2680 ATLANTA DR TRACY, CA 95376	11895	6226007100	44101 · Cash in County-General o	100.00
Total DERRICK DAVIS				100.00
DIANNE TIMAN 451 E. CRITCHETT RD TRACY, CA 95304	11903	6226007100	44101 · Cash in County-General o	100.00
Total DIANNE TIMAN				100.00
EUGENE BIRK 475 Peerless Way Tracy, CA 95376	11892	6226007100	44101 · Cash in County-General o	100.00
Total EUGENE BIRK				100.00
EWING 3441 EAST HARBOUR DR PHOENIX, AZ 85034	11896	6260000000	44101 · Cash in County-General o	932.12
Total EWING				932.12
FAUZIA ANDISH. PLOT REFUND 1991 SUPERIOR COURT TRACY, CA 95304	@ VA 11916	LPICO MUSLI FAMILY	44101 · Cash in County-General o	3,600.00
Total FAUZIA ANDISH.				3,600.00
GENERAL EMPLOYEES TRUST FUND P.O BOX 55037 HAYWARD, CA 94545-0037	11918	6050000000	44101 · Cash in County-General o	9,870.03
Total GENERAL EMPLOYEES TRUST FUND				9,870.03

1:20 PM 05/16/22 Accrual Basis

TRACY PUBLIC CEMETERY DISTRICT Warrant Request

April 27, 2022

Name Address	Num	Name Account #	Split	Amount
JOSE I MANRIQUEZ CONVENTION	RO1	LND TRIP F	OR GAS 44101 · Cash in County-General o	221.94
Total JOSE I MANRIQUEZ				221.94
KEVIN TOBECK 1222 Citadelle St Tracy, Ca 95304	11905	6226007100	44101 · Cash in County-General o	100.00
Total KEVIN TOBECK				100.00
MASHAL ANDISH. PLOT REFUND (1376 MONTAUBON TRACY, CA 95304	√ A 11897	LPICO MUSLUM FAMILY	44101 · Cash in County-General o	3,600.00
Total MASHAL ANDISH.		-		3,600.00
Maylene Warner CONVENTION - 501 E schulte Rd Tracy, Ca 95376	GAS 11909	E FOOD 62260207100	44101 · Cash in County-General o	260.12
Total Maylene Warner				260.12
MISSION UNIFORM SERVICE 136 Coyado ave Modesto, Ca 95350-5813	11898	6246005200	44101 · Cash in County-General o	1,005.50
Total MISSION UNIFORM SERVICE				1,005.50
PACIFIC GAS & ELECTRIC CO P.O.BOX 997300 SACRAMENTO, CA 95899 P.O.BOX 997300 SACRAMENTO, CA 95899	11914 11914	6249000000 6249000000	44101 · Cash in County-General o 44101 · Cash in County-General o	901.44 333.27
Total PACIFIC GAS & ELECTRIC CO				1,234.71
RUKHSHANA AND MOHAMAD JABARY 85 BBELIZE COURT TRACY, CA 95377 85 BBELIZE COURT TRACY, CA 95377	11913 11913	REFUND MUSUUM FAMIL	44101 · Cash in County-General o 44101 · Cash in County-General o	3,900.00 3,900.00
Total RUKHSHANA AND MOHAMAD JABARY				7,800.00
SAYED ANDISH. 1991 SUPERIOR COURT TRACY, CA 95304	11917	PLOT REPUND	44101 · Cash in County-General o	3,600.00
Total SAYED ANDISH.		MUSLUM FAMIL	7	3,600.00
SCOTT G. ARGANBRIGHT TRACY, CA 95376	11889	6226007100	44101 · Cash in County-General o	100.00
Total SCOTT G. ARGANBRIGHT				100.00
SILVA ELECTRICAL, INC PO BOX 771 TRACY, CA 95378	11899	6260000000	44101 · Cash in County-General o	564.64
Total SILVA ELECTRICAL, INC				564.64
STAPLESCREDIT PLAN Dept 51-7820281243 PO Box 78004 Phoenix,	11900	6201000000	44101 · Cash in County-General o	487.04
Total STAPLESCREDIT PLAN				487.04
STOCKTON PETROLIUM CO P.O.Box 326 Stockton, CA 95201	11901	6211000400	44101 · Cash in County-General o	458.81
Total STOCKTON PETROLIUM CO				458.81
SUBURBAN PROPANE P.O.BOX 12027 FRESNO, CA 93776-2027 P.O.BOX 12027 FRESNO, CA 93776-2027	11886 11902	6211000400 6211000400	44101 · Cash in County-General o 44101 · Cash in County-General o	90.00 1,283.38
Total SUBURBAN PROPANE				1,373.38
TIPTON'S STATIONARY 169 W YOSEMITE MANTECA, CA 95336 169 W YOSEMITE MANTECA, CA 95336	11904 11904	6201000000 6201000000 RDER PAGES	44101 · Cash in County-General o 44101 · Cash in County-General o FOR DUR LEDGER	1,168.02 215.42
Total TIPTON'S STATIONARY HAD TO	Kt 0	RUCKU TAGUS	LETTER HEAD	1,383.44
			PAPE	Page 2

1:20 PM 05/16/22 Accrual Basis

TRACY PUBLIC CEMETERY DISTRICT Warrant Request

April 27, 2022

Name Address	Num	Name Acc	ount #	Split	Amount
TRACY LOCK & SAFE	11906	HAD TD 6201000000	REPLACE LOCK	Sh in County-General o	DODE € 272.0
125 W 11TH ST TRACY, CA 95376 Total TRACY LOCK & SAFE	11300	020100000	11021 22		272.
TRACY MATERIAL RECOVERY AND SOLID WASTE P.O Box 93 Tracy Ca 95378	11915	6260000000	44101 · Ca	sh in County-General o	520.
Total TRACY MATERIAL RECOVERY AND SOLID W.	ASTE				520.
VAN'S ACE HARDWARE 2695 N TRACY BLVD Tracy Ca 95376 2695 N TRACY BLVD Tracy Ca 95376	11908 11908	6211000000 6211000000	44101 · Ca 44101 · Ca	sh in County-General o sh in County-General o	52. 647.
Total VAN'S ACE HARDWARE					699.
VAN CLEVE CONCRETE PRODUCTS, INC P.O. Box 455 KINGSBURG, CA 93631	11907	6226006900	44101 · Ca	sh in County-General o	6,337.
Total VAN CLEVE CONCRETE PRODUCTS, INC					6,337.
TOTAL					48,233.



PERIMETER PROTECTION & CONTROLLED ACCESS Fencing • Roll-Up Doors & Grills • Data/Low Voltage

Automatic: Barriers • Bollards • Gates • Parking Controls

Date:

5/4/2022

Project:

Tracy Cemetery Entry Project

Job Location: Tracy, Ca

Submitted By:

Name:

Anthony Anaya

aanaya@arktosincorporated.com

Email: Phone:

1-925-575-6247

Mailing Address:

2415 San Ramon Valley Blvd

Suite 4, #264

San Ramon, Ca 94583

Drawings:

DRAWINGS DATED DEC 22, 2021: SP1, A2.1, A2.2, D.1 & DRAWINGS DATED NOV 2020: S1 & SN1

Major Material To Be Supplied & Installed

- PROVIDE & INSTALL APPROXIMATELY: 40 LF OF 6' HIGH 2-RAIL WITH 1-1/2" 14GA RAILS, 3/4" 16GA PICKETS 4" OC SPACING. POWDER COAT BLACK STEEL GATE FENCING
- 6'H x 18'W ROLLING GATES TO MATCH FENCING, POWDER COAT BLACK, GATE OPERATORS WITH UL325 SAFETIES, VEHICLE DETECTION SAFETIES
- 2 GATE OPERATOR SYSTEMS INCLUDING: UL325 SAFETIES, VEHICLE DETECTION
- PED GATE 6'H x 3'-6"W, 10" STEEL KICK PLATES,2"X2" GATE FRAME, 3"X3"X1/8" POSTS, EXPANDED METAL MESH, 1/2"X2"X1/8" STEEL CHANNEL, 3/4" PICKETS, W/PANIC HARDWARE.
- 1 MASONRY WORK 8x4X16 SLUMP BLOCK COLS, WALL AND PLANTER, CMU AND CONCRETE FOUNDATIONS FOR CMU
- 1 TRENCH, BACKFILL AND PATCH FOR ELECTRICAL, LOW VOLTAGE & IRRIGATION SLEEVE TO PLANTER BOX
- 2 VICTORIAN 20 FOOT LIGHT POLE WITH FIXTURE
- 1 STEEL ARCH STRUCTURE WITH 12" RAISED LETTERING PAINTED WITH SHERMAN WILLIAMS TWO PART EPOXY PAINT
- 1 LANDSCAPE PLANTER SIGN PAINTED TO MATCH ARCH STRUCTURE

TOTAL LUMP SUM QUOTE \$

626,113

Date:

5/4/2022

Project:

Tracy Cemetery Entry Project

Bid prices valid for 60 days from date of proposal.

-- A change in the price of labor or materials of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the subcontract price.

Excluded from proposal, unless specifically included above:

- -- Demolition, coredrilling, saw-cutting, digging/excavation by hand, hydro-excavation, scanning, rebar, rebar cages, clearing, grubbing, grading, drilling, removal of spoils from site, surveys, staking, signage, traffic control, temporary fence, environmental safety, SWIP or tree fencing, fence maintenance, mow band, embeds, post sleeves or pockets in walls or barriers, bollards, A/C or concrete work (including patching), concrete pads, footings (except for fence posts), backfilling post holes, and Knox boxes.
- -- Staking by others. Must include all: fence lines, end posts, corner posts, gate posts, and finish grade(s).
- -- All posts in concrete walls, slabs, etc., to be set prior to pours, or blocked out by G.C.
- -- Security/detention hardware excluded.
- -- Power, fence or gate grounding, conduits, telephone line(s), access control wiring, and access controls excluded unless specifically included above. (Conduits by others must be clearly labeled, marked on drawings, and have pull strings--if missing, extra charges will result.)
- -- Permits, fees (including Notary), bond costs, engineering calculations, stamped drawings, cad drawings, 3D drawings, BIM modeling, express freight, expedited handling, and costs of complying with owner restrictions excluded and will result in extra charges if required.
- -- Underground utilities beyond U.S.A. are to be located and clearly marked, or exposed by others prior to mobilization by Arktos Incorporated to begin digging; if site not ready, extra mobilization charge will be apply.
- -- Arktos Incorporated is not responsible for any damage to landscaping, flower/planter beds, trees, shrubbery, incorrectly marked underground utilities, including but not limited to conduits, electrical, phone/access control lines, drain pipes, sprinklers, etc.
- -- Site to be clean and free of environmental contaminants and pollutants. Arktos Incorporated is not responsible for cleaning or disturbance of existing environmental contaminants or pollutants.

Proposal Subject to the Following Conditions:

-- Allowing or directing Arktos Incorporated to commence work or preparation for work will constitute acceptance by customer of this bid proposal, and the terms herein shall be incorporated in any subcontract entered between Customer and Arktos Incorporated.

Arktos Incorporated shall be entitled to equitable adjustments of the contract time and the contract price, including but not limited to:

- -- Labor or material in addition to the above scope of work; changes to already completed work; additional site visits to inspect, coordinate work done by other parties, or additional requested site verifications; production of any drawings beyond standard manufacture drawings; overtime work.
- -- Proposal includes one (1) move-in . Additional move-ins at \$ 1,000.00 / ea. Additional move-ins include being requested or instructed by the Customer to commence or continue work and being unable to accomplish said work due to work by others not ready for Arktos Incorporated's scope of work.
- -- Any increased costs of labor, supervision, equipment or materials, plus 15% for overhead and 10% profit, for any modification of the project schedule differing from the bid schedule, and for any other delays, acceleration, out-of-sequence work and schedule changes beyond its reasonable control, including but not limited to those caused by labor unrest, fires, floods, acts of nature or government, wars, embargos, vendor priorities and allocations, transportation delays, suspension of work for non-payment or as ordered by Customer, or other delays caused by Customer or others. Additionally, Arktos Incorporated's bid is based on Arktos Incorporated's usual and customary efficiency in the progress of work, should Arktos Incorporated's efficiency in the progress of the work be impeded or impinged by any cause whatsoever, including but not limited to schedule or sequence changes by Customer or by atypical rest or heat breaks required by law, Arktos Incorporated shall be entitled to an equitable adjustment of contract time and contract price. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, Arktos Incorporated shall be entitled to terminate the subcontract.
- -- Customer shall respond to RFI's within 5 days. Arktos Incorporated change proposals must be processed in not more than 30 calendar days or as otherwise indicated on the change proposal. In-field work directives that add to or change Arktos Incorporated's work shall be deemed a Arktos Incorporated change proposal and shall be processed within 30 calendar days following the date the directive issued. Arktos Incorporated shall be entitled to markup of 15% for overhead and 10% for profit on the cost of any extra, change order or in-field directive work.
- -- If changes in the work, whether separately or cumulatively amount to 10% or more of the original subcontract amount, Arktos Incorporated shall have the right to markup the cost of changes in excess of 10% of the original subcontract amount by 20% for overhead and 10% for profit or to terminate the subcontract.
- -- One (1) year warranty on workmanship and material from date of delivery to the jobsite; warranty limited to failure due to poor workmanship or hardware failure. Warranty work performed during normal business hours. Non-warranty work will be billed at service call rates in effect at time of service. Arktos Incorporated is not responsible for damage to its work by other parties or natural causes, and any repair work necessitated by such damage is extra work. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards. All warranty claims must be received by Arktos Incorporated not more than one (1) year after completion of Arktos Incorporated's work, and Arktos Incorporated must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred.

THE EXPRESS WARRANTIES SET FORTH IN THE SUBCONTRACT DOCUMENTS ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY ARKTOS INCORPORATED.

(B, C-7, C-10, C-13, D28)

CSLB: 855272

- -- Arktos Incorporated has devoted time, money, and resources toward preparing this bid in exchange for customer's express agreement that the parties shall have a binding contract consistent with the terms of this bid proposal and customer unconditionally and irrevocably accepts this bid proposal if (a) customer in any way uses or relies on the bid proposal or information therein to prepare a bid or proposal for the project at issue and customer is awarded a contract for the work; or (b) customer divulges the bid or any information therein to others competing with Arktos Incorporated for the work.
- -- Arktos Incorporated's obligation to examine documents, the project site and materials and work furnished by others is limited to notification of the customer of any defects or deficiencies that a person in the trade of Arktos Incorporated would discover by reasonable visual inspection. No testing beyond reasonable visual inspection shall be required. Arktos Incorporated is entitled to rely on the accuracy and completeness of plans, specifications and reports of site conditions provided to Arktos Incorporated. Any design services provided by Arktos Incorporated will be reviewed by Owner's or Customer's design professionals to assure acceptability when integrated with the entire work. Customer is entitled to rely on the accuracy and completeness of design services or certifications provided by Arktos Incorporated only to the extent that design responsibility is specifically delegated to Arktos Incorporated by agreement in writing and all design and performance criteria are furnished to Arktos Incorporated.
- -- Arktos Incorporated's schedule of values shall be used to determine progress payments. Payment is due to Arktos Incorporated within 30 days of date of invoice. No retention shall be withheld from any payment due to Arktos Incorporated. All sums not paid when due shall bear interest at the rate of 1½ % per month from due date until paid or the maximum rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Customer. Arktos Incorporated shall be entitled to stop all work, including responding to service or warranty requests, and/or terminate the contract upon 5 days' written notice if payment is not received by due date.
- -- Arktos Incorporated shall indemnify, defend, and hold harmless Customer and others for claims, losses, damages, and liability only to the extent proven in a court of law to have been caused by the negligence or willful misconduct of Arktos Incorporated.
- -- Arktos Incorporated will not be required to name additional insureds to its general liability insurance policy, nor to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. Arktos Incorporated shall maintain insurance with coverage and limits only as provided by Arktos Incorporated's existing insurance program evidenced by its certificate of insurance available on request. Arktos Incorporated shall not be required to participate in any wrap-up insurance program.
- -- Arktos Incorporated shall not be liable to Customer for any incidental, consequential or other undefined damages. If the Contract Documents provide an amount for liquidated damages, liquidated damages shall be assessed only to the extent caused by negligence or willful misconduct of Arktos Incorporated. Arktos Incorporated's liability for delay damages shall not exceed 5% of the original subcontract amount. If delays are caused from circumstances out of Arktos Incorporated's control, liquidated damages shall not be assessed.
- Customer shall give notice to Arktos Incorporated as soon as possible after notice or service of any actual or potential action or proceeding against Customer that may arise out of or relate to Arktos Incorporated's work. Additionally, Customer shall file, serve, and give notice of any action or proceeding initiated by Customer against Arktos Incorporated before the end of the term of any OCIP or other wrap insurance program covering the Project. Such notice and service of Contactor's action or proceeding against Arktos Incorporated is essential to Arktos Incorporated's ability to obtain insurance indemnity and defense for such claims, and, therefore, failure by Customer to give timely notice and service of Customer's action or proceeding against Arktos Incorporated shall be deemed Customer's waiver and release of all claims against Arktos Incorporated of any kind and nature, including indemnity and contribution, which are raised or could be raised in such action or proceeding.
- -- Except as specifically required by the work and specifications included in this bid proposal, Customer shall furnish all temporary site facilities, including but not limited to site access, storage space, hoisting facilities, guard rails, covers for floor, roof and wall openings, security, parking, safety orientation, break and lunch facilities, toilet and wash facilities, drinking water and other water facilities, electrical service, telecommunication service, lighting, heat, ventilation, weather protection, fire protection, and trash and recycling services.
- -- Customer shall give Arktos Incorporated reasonable notice and opportunity to cure any claimed default by Arktos Incorporated or defect in Arktos Incorporated's work. The proper venue to resolve any disputes arising under the subcontract shall be the place where the project is located, and the laws of said place shall govern all such disputes.
- -- Prior to commencement of work, a contract containing terms mutually agreeable to both parties shall be prepared and exectuted. This proposal shall be attached to and become part of the contract. In the event of any inconsistency between such contract and this proposal, the terms of this proposal shall prevail.

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Schulte Memorial Park

Given name on this contract will be the sole owner(s)/occupants of this plot unless specified differently via notarized letter.

ONE flat 12" x 24" monument is allowed in front of existing headstone, but-no vase is allowed.

D. NICHE PLAQUES:

Plaques for niches can only be ordered through the Tracy Public Cemetery office. Verbiage on niche plaques is subject to size limitations. Plaques can accommodate ONE vase which can be ordered at the same of the plaque. No outside ordering is permitted. Items attached or taped to the niche front are not permitted and will be removed. Only the TPCD employees will install the niche plaques. The cemetery is in no way responsible for damages that may occur after installation. Interior measurement of the niches at the Tracy Public Cemetery is 9"x9"x9". Urns must be no larger than 8 ½" x 6" x 3" to allow for two urns to be interred.

If the cemetery personnel has to move your headstone for a burial at your grave, a removal/replacement fee will incur.

No flat monuments may be placed in front of existing monuments in the following sections; D1X, A1A through A1D, B1A through B1D and Z.

If the cemetery personnel has to move your headstone for a burial at your grave, a removal/replacement fee will incur.

Every person entering onto the Tracy Public Cemetery grounds shall be responsible for his or her own safety and shall exercise due caution and care.

Decorations allowed: real or artificial floral arrangements must be secured with styrofoam within the permanent vases. No items can be placed on top of the grass of the grave in the way of the mower or weed eater, they will be removed without notice. No sand, gravel or rocks shall be placed in vases. Funeral designs and floral pieces will be removed either on the fourth day after service or when floral pieces become unsightly, whichever occurs first. Cemetery personnel will remove any faded and unsightly floral arrangements weekly.

No food (wrapped or unwrapped) may be placed on gravesite. No alcohol or drinking of alcohol or presence of illegal substances is permitted on the cemetery grounds. No candles, burning of any combustible materials or BBQing are allowed on the cemetery grounds. No aluminum, plastic wrap covering or wire of any kind is permitted around the headstone, headstone base, concrete cap or grass area.

Animals must be leashed at all times on the cemetery grounds. Clean up after your pets!

Children must be accompanied by an adult at all times while on the cemetery grounds. No running throughout the cemetery and no playing on or near headstones.

Prior to the lowering of the casket, all witnesses will need to move at least 15 feet back from the grave. Once the casket is lowered and the device is removed, no one other than cemetery personnel are allowed near the open grave.

Cancellations and rescheduling for any graves already dug will incur the current in district rate for opening/closing. No exceptions. Cancelations must be done four business days prior to service to not incur additional charges. It is a violation of the law to provide false information or documents in order to purchase intermment rights (plots) and services. If any information provided to verify residency, property ownership or to qualify as an eligible non-resident is found to be falsified, the district can and will require payment of out of district fees. (Per California Health & Safety Code(s): 9060 (b) 9061 (a)) Burials on Saturdays are an addition fee and must conclude by 11:30 AM.

Private planting of any kind will not be permitted. Donations of benches, floral bushes or trees must be approved by the district. A letter must be sent to the cemetery office requesting to donate one of the listed above. Please contact us for additional information. The district manager will place at his/her discretion, but will be placed as close to the buried family member within the cemetery grounds.

Eugene Birk	Kevin Tobeck
Derrick Davis	Dianne Timan
Scott Arganbright	

Valpico Memorial Park

Given name on this contract will be the sole owner(s)/occupants of this plot unless specified differently via notarized letter.

The cemetery does NOT accept delivery of nor set any markers or monuments. Endowment care does NOT include cleaning, maintenance, repair or replacement of monuments, markers and/or vases installed in monuments or markers, this is the owner's responsibility. Items placed in way of mower is not permitted and will be thrown away.

No flat monuments may be placed in front of existing monuments in all sections

D. NICHE PLAQUES:

Plaques for niches can only be ordered through the Tracy Public Cemetery office. Verbiage on niche plaques is subject to size limitations. No outside ordering is permitted, Items attached or taped to the niche front are not permitted and will be removed. Only the TPCD employees will install the niche plaques. The cemetery is in no way responsible for damages that may occur after installation. Interior measurement of the niches at the Tracy Public Cemetery is 9"x9"x9". Urns must be no larger than 8 ½" x 6" x 3" to allow for two urns to be interred. No vases allowed.

If the cemetery personnel has to move your headstone for a burial at your grave, a removal/replacement fee will incur.

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No food (wrapped or unwrapped), no drinks of any kind may be placed on gravesite. No alcohol or drinking of alcohol or presence of illegal substances is permitted on the cemetery grounds. No candles, luminaries, burning of any combustible materials or BBQing are allowed on the cemetery grounds. No aluminum, plastic wrap covering or wire of any kind is permitted around the headstone, headstone base, concrete cap or grass area.

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Private planting of any kind will not be permitted. Donations of benches, floral bushes or trees must be approved by the district. A letter must be sent to the cemetery office requesting to donate one of the listed above. Please contact us for additional information. The district manager will place at his/her discretion, but will be placed as close to the buried family member within the cemetery grounds.

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HAD LORAN CALL SARVEYS REGARDING GROUNDSKEEPERS BOOTS -

TOP OF THE LINE BOOT W STEELE TOE \$ 350.00 + TAX

NEXT BOOT DOWN \$ 390, T TAX

THE BOOT THE CIRULINDS KEEPERS GET RANGE
FROM \$330,00 to \$360.00

* MANAGER IS REQUESTING TO UP THE ALLOW ALLOWANCE FOR BOOTS TO \$ 800.00 *