

PALM SPRINGS CEMETERY DISTRICT

**AGENDA
VIDEO CONFERENCE
REGULAR MEETING
OF THE
BOARD OF TRUSTEES**

Thursday, May 13, 2021 at 2:00 P.M.

31-705 Da Vall Drive, Cathedral City, California

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact District Manager Kathleen Jurasky by telephone at (760) 328-3316 forty-eight hours prior to the meeting. Such timely notification will enable the District to make reasonable arrangements to ensure accessibility to this meeting. [CFR 35.102-35.104, ADA title 11].

**YOU MAY JOIN ZOOM MEETING AND COMMENT <https://us02web.zoom.us/j/2464673948>
CALL IN: 669-900-6833 MEETING ID: 246 467 3948**

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENTS

At this time, pursuant to the Brown Act, any person may comment on matters of general interest within the subject matter jurisdiction of the Board of Trustees, NOT listed on the agenda. Pursuant to the Brown Act, the Board of Trustees will not take action on or discuss matters raised during Public Comment portion of the agenda that are not listed on the agenda.

Comments shall be limited to three (3) minutes per speaker. Speakers may not yield their time to others without the consent of the Presiding Officer. All comments shall be directed to the Board of Trustees and shall be devoid of any personal attacks unrelated to District business. Members of the public are expected to maintain a professional, courteous decorum during public comments.

4. CONFIRMATION OF AGENDA

During this part of the meeting, the Board of Trustees may announce any items being pulled from the Agenda or continued to another date.

Items not appearing on the Agenda may be added to the Agenda as "Urgency items" provided two-thirds of the Trustees present determine there is a need to take immediate action on the item and the need to take immediate action came to the attention of the Board of Trustees after the posting of the Agenda.

5. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered to be routine in nature and will be enacted by one roll call vote. There will be no separate discussion of these items unless a Trustee or member of the public requests that a specific item be removed from the Consent Calendar for separate discussion and/or action.

- a. Approval of April 8, 2021 Teleconference Regular Meeting Minutes
- b. Approval of April Expenditures
 - General Fund \$ 75,591.64
 - Apr Reimburse Voucher 1700 \$ 31,759.32
 - Apr Reimburse Voucher 1701 \$ 41,782.32
 - Accumulative Capital Outlay \$ 0,000.00
 - Apr Reimburse Voucher 1702 \$ 6,846.44
 - Apr Reimburse Voucher 1703 \$ 1,816.21
 - Apr Reimburse Voucher 1705 \$ 3,832.34
 - (ACO above paid in May)
 - Pet Memorial Park Cemetery \$.00
 - Total April 30, 2021 Expenditures Checks & Visa/Debit Card
23525-23554 & Direct Deposits (Payroll) \$ 75,591.64
- c. Financial Reports as of April 30, 2021 (F-1 thru F-5A)

6. ADMINISTRATIVE CALENDAR

- a. District Investments General Overview & Update – Neal Wilson, Wealth Consulting Group
- b. Review for Discussion and Possible Approval General Legal Counsel Legal Services Agreement
- c. Review for Discussion and Possible Approval License Agreement with the Palm Springs Historical Society for Various Tours at Welwood Murray Cemetery
- d. Review for Discussion and Possible Approval Traffic Calming Speed Bumps
- e. East 40 Acres Lease Agreement – Update

7. LEGISLATIVE CALENDAR

8. TRUSTEE AND ATTORNEY SIGNATURES

9. BOARD DEVELOPMENT – None

10. PUBLIC HEARING CALENDAR – None

11. COMMITTEES

12. REPORTS

- a. Trustees
- b. District Manager
 - 1. Installation of 10 MPH Speed Limit Signs at DMP - Update
 - 2. Grounds Man – Interviews May 10, 2021
 - 3. Strategic Barometer Dashboard - Update

13. FUTURE AGENDA ITEMS

- a. Discussion in 2021/2022 – Possible Cap on PSCD Monthly Employer Contribution for Employee Health Insurance Premiums
- b. Postcard Survey Mailing to the Community to Determine Pre-Planning Needs
- c. Marketing/Advertising
- d. Review for Discussion and Possible Approval the Concept of Public Restrooms - Veterans Chapel
- e. Lease Agreement Property Taxes January 2022
- f. PSCD Master Plan Discussion – Desert Memorial Park

14. CLOSED SESSION - READING OF THE SAFE HARBOR LANGUAGE

- a. Conference with Legal Counsel – Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4): (Two Potential Cases)
- b. Public Employee Performance Evaluation (Pursuant to Government Code Section 54957)
Title: General Legal Counsel

15. CLOSED SESSION ANNOUNCEMENT

16. OPEN SESSION

17. ADJOURNMENT

**THIS AGENDA IS HEREBY CERTIFIED TO HAVE BEEN POSTED AT OR BEFORE 2:00 P.M.,
MONDAY, May 10, 2021**

**PALM SPRINGS CEMETERY DISTRICT
MINUTES
VIDEO TELECONFERENCE REGULAR
BOARD OF TRUSTEE MEETING**

DATE: April 8, 2021

TIME: 2:00 P.M.

PLACE: 31-705 Da Vall Drive, Cathedral City, California 92234

1. CALL TO ORDER The meeting was called to order by Chairperson Pye at 2:03 P.M.

2. ROLL CALL

Present: Jan M. Pye, Chairperson
William G. Kleindienst, Vice Chairperson
Tim M. Radigan-Brophy, Secretary
Lynn T. Mallotto, Treasurer.

Also, Present: Kathleen Jurasky, District Manager
Steven B. Quintanilla, Quintanilla & Associates

3. PUBLIC COMMENTS – None

4. CONFIRMATION OF AGENDA Motion was made by Trustee Kleindienst, seconded by Trustee Mallotto to approve the Agenda as presented. Motion carried; vote 4-0 Kleindienst, Mallotto, Pye and Radigan Brophy.

5. CONSENT CALENDAR Motion was made by Trustee Kleindienst, second by Trustee Mallotto to approve the Consent Calendar as presented. Motion carried; roll call 4-0 Kleindienst, Mallotto, Pye and Radigan-Brophy.

6. ADMINISTRATIVE CALENDAR **a. District Investments General Overview & Update – Neal Wilson, Wealth Consulting Group** Neal Wilson presented the investment reports and reported the yield on the ten-year bonds continues to go up, and is currently at 1.72%. He stated this is putting pressure on the bonds and driving the price lower. He reminded the Board as yields increase prices decrease. He further reported this is putting pressure on the existing positions in all portfolios.

Mr. Wilson said very short-term maturities are still historically low, and committing dollars for ten years to get 1.72% isn't really an option. He stated using some alternative ideas like Floating rate funds, as rates go up the value of the bonds "float up".

He requested a meeting in the next couple of weeks with Trustees Mallotto and Radigan-Brophy the District's investment sub-committee. sometime before the next Board meeting to discuss strategies.

Trustee Pye directed District Manager Jurasky to email the Board a copy of the District's current investment policy. District Manager Jurasky stated she will email after today's Board meeting.

Following a discussion motion was made by Trustee Radigan-Brophy, seconded by Trustee Mallotto to receive and file the investment reports. Motion carried, roll call 4-0. Kleindienst, Mallotto, Pye and Radigan-Brophy.

b. Review for Discussion and Possible Approval – Return to in Person Board Meetings Following a discussion motion was made by Trustee Radigan-Brophy, seconded by Trustee Kleindienst to table this item was until the September board meeting. Motion carried; vote 4-0 Kleindienst, Mallotto, Pye and Radigan Brophy.

6. ADMINISTRATIVE CALENDAR - Continued

c. Sub-Committee Recommendation Regarding General Legal Counsel Hourly Rates Trustee Kleindienst reported the sub-committee recommends a presentation with formal proposal from legal counsel be placed on the May agenda for review and possible approval. Motion was made by Trustee Radigan-Brophy, seconded by Trustee Mallotto to approve the recommendation. Motion carried; vote 3-0-1 Kleindienst, Mallotto and Radigan Brophy. Trustee Pye abstained.

Trustee Pye stated aside from the motion the Board should have acted on this item a long-time ago, and for her it was an oversight. She humbly apologized to attorney Quintanilla for his evaluation oversight, and the Board agreed.

d. Review for Discussion and Possible Approval Two-Year Landscape Maintenance Contract – Nissho California District Manager Jurasky reported she is pleased with Nissho's maintenance of the grounds, their prompt response to concerns, job-walk reports which includes photos of work to be done with completion date, and follow-up reports with photos of completed work and date completed. She stated they are very proactive, and this makes for a good working relationship. Following a discussion motion was made by Trustee Radigan-Brophy, seconded by Trustee Mallotto to approve an additional two-year landscape maintenance agreement with Nissho California. Motion carried, roll call 4-0. Kleindienst, Mallotto, Pye and Radigan-Brophy.

e. Review for Discussion and Possible Approval Veteran's Chapel Roof Repairs – Proposals District Manager Jurasky reported during one the high wind storms the Veterans Chapel roof was damaged. She further reported she contacted the District insurance carrier SDRMA and filed a claim. District Manager Jurasky stated the claims adjusted valued the replacement cost at \$2,653.56 which is far less than the \$8,500,00 repair proposals. She said this is because the proposal included an upgraded roof with a 20-year warranty, and the insurance doesn't cover upgrades. She also reported the insurance deductible is \$1,000.00.

Following a discussion motion was made by Trustee Kleindienst, seconded by Trustee Mallotto to approve the proposal from Al Miller & Sons Roofing So, Inc. in the amount of \$8,500.00. Motion carried, roll call 4-0. Kleindienst, Mallotto, Pye and Radigan-Brophy.

f. Review for Discussion and Possible Approval Traffic Calming Speed Bumps – Proposal Asphalt District Manager Jurasky reported there have been complaints regarding cars speeding on DMP cemetery grounds, and she felt this would be a way to resolve the speeding issue. She also reported she had spoken with managers at other cemeteries that had speed calming bumps and they stated that they dis resolve the speeding.

Following a discussion District Manager Jurasky was directed to find out how long the installation would take, what the life expectancy before replacement is needed, and discuss with mortuaries to find out what if any effect on a hearse going over them. This item with answers will be place on the May agenda.

g. East 40 Acres Lease Agreement - Update No action taken

7. LEGISLATIVE Resolution 03, 2021, Transfer Interment Rights & Costs from PN to ACO & GF Motion was made by Trustee Kleindienst, seconded by Trustee Mallotto to approve Resolution 03-2021 transferring \$22,362.44 from PreNeed Fund, 51265 to the General Fund, 51270 and \$12,550.00 from PreNeed Fund, 51265 to Accumulative Capital Fund, 51275. Motion carried, roll call 4-0. Kleindienst, Mallotto, Pye and Radigan-Brophy.

8. TRUSTEE SIGNATURES AND ATTORNEY District Manager Jurasky will contact Trustees and attorney to arrange for signature completion.

9. BOARD DEVELOPMENT – None

10. PUBLIC HEARING CALENDAR – None

11. COMMITTEE REPORTS Trustee Kleindienst reported the Palm Springs Historical Society committee for tours at Welwood Murray Cemetery continue to do research regarding pioneer families to make sure the information they have is correct, they are working hard to get the scripts figured out, and designing full moon tours that will be held at night. He wanted to know if they needed a formal letter from the PSCD Board authorizing the Palm Springs Historical Society to be on the cemetery grounds after hours for an approved tour at night. Attorney Quintanilla stated the District can enter into a License Agreement with the Palm Springs Historical Society which approves their presence on cemetery property. Following a discussion attorney Quintanilla was directed to prepare the agreement with standard waivers.

12. REPORTS a. **Trustee Report** Trustee Pye reported there is a CSDA of Riverside County ZOOM meeting 12:00pm, Thursday, April 15, 2021.

b. **District Manager 1. Installation of New Hours Signs – DMP** District Manager Jurasky showed the Board the new hours signs for DMP cemetery grounds, and explained they were made because of the different hours for week days and limited weekend hours.

2. **Installation of 10 MPH Speed Limit Signs - DMP** District Manager Jurasky showed the Board the new 10 MPH speed limit signs for DMP which she wants to install to curtail the speeding on the cemetery grounds. Following a discussion, she was directed to proceed with installation, and also to find out the life of the vinyl lettering on the signs and report her findings to the Board.

13. FUTURE AGENDA ITEMS a. **Discussion in 2021/2022 Possible Cap on PSCD Monthly Employer Contribution for Employee Health Insurance Premiums** No action taken

b. **Postcard Survey Mailing to the Community to Determine Pre-Planning Needs** No action taken

c. **Marketing/Advertising** No action taken

d. **Review for Discussion and Possible Approval the Concept of Public Restrooms – Veteran Chapel** No action taken

e. **Lease Agreement Property Taxes January 2022** No action taken

14. CLOSED SESSION - READING OF THE SAFE HARBOR a. **Conference with Legal Counsel – Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4): (One Potential Case)**
No action taken

15. CLOSED SESSION ANNOUNCEMENT

16. OPEN SESSION

17. ADJOURNMENT Meeting was adjourned by Trustee Pye at 3:05 P.M. The next regular board meeting via ZOOM is scheduled for 2:00 P.M., Thursday, May 13, 2021.

DATE: _____

Tim Radigan-Brophy, Secretary

PALM SPRINGS CEMETERY DIST
Cash Disbursements Journal
For the Period From Apr 1, 2021 to Apr 30, 2021

Date	Check #	Line Description	Debit Amoun	Credit Amoun
4/5/21	23525	INV #66593 - WEBSITE PSCEMETERY.COM (03/29/2021 - 6/2 VENER NET INC	134.85	134.85
4/5/21	23526	IN046072 - (6) #5 VAULTS WHITED CEMETERY SERVICE	1,368.00	1,368.00
4/5/21	23527	INV 18893882 - KYOCERA COPIER CONTRACT MARLIN BUSINESS BANK	144.64	144.64
4/5/21	23528	EMAIL SERVICES - MARCH 2021 ERICH FISCHER	31.00	31.00
4/5/21	23529	INV000000391175 - OFFICE WIRELESS 04/01/2021 - 04/30/202 ONE RING NETWORKS	200.00	200.00
4/5/21	23530	INV 2030199446 - FORD RANGER FLAT REPAIR PARKHOUSE TIRE, INC.	28.06	28.06
4/5/21	23531	VOID***VOID***VOID		
4/5/21	23532	VOID***VOID***VOID		
4/5/21	23533	INV 2104133 - SECURITY PATROL 04/01/2021 THRU 04/30/2 MAXWELL SECURITY SERVICES, INC	725.00	725.00
4/5/21	23534	TRASH SERVICE APRIL 2021 BURRTEC WASTE & RECYCLING SVCS	414.03	414.03
4/5/21	23535	APR 2021 PSCD EMPLOYEE DENTAL INSURANCE EXPENS STANDARD INSURANCE COMPANY RB	518.60	518.60
4/5/21	23536	INV 4424240 - COURIER SERVICE ON 3/30/21 GLS US	17.54	17.54
4/5/21	23537	YELLOW PAGE ADVERTISING FOR MAR 2021 DEX YP	181.10	181.10
4/5/21	23538	PEST CONTROL MAINTENANCE FOR MARCH 2021 WESTERN EXTERMINATOR	88.30	88.30
4/5/21	23539	INV 63464 - (12) THRIFTY VASES W/PLASTIC ASCO PACIFIC, INC.	307.68	307.68
4/5/21	23540	ACCOUNT 023-629271 SALES & USE TAX FOR PERIOD EN CALIFORNIA DEPT OF TAX & FEE ADMIN	2,021.00	2,021.00
4/8/21	23541	WMC USAGE FOR APRIL 2021 DESERT WATER AGENCY	466.96	466.96
4/12/21	23542	332245-850914 WELL REPLENISHMENT FOR MARCH 2021 COACHELLA VALLEY WATER DIST	1,121.64	1,121.64
4/12/21	23543	INV 63502 - (12) THRIFTY BRONZE VASES; (12) TRION GR ASCO PACIFIC, INC.	739.52	739.52
4/12/21	23544	INV 235153 - MONTHLY LANDSCAPE MAINTENANCE FOR NISSHO OF CALIFORNIA, INC	24,700.00	24,700.00

PALM SPRINGS CEMETERY DIST
Cash Disbursements Journal
For the Period From Apr 1, 2021 to Apr 30, 2021

Date	Check #	Line Description	Debit Amount	Credit Amount
4/12/21	23545	INV 6395399 - IRRIGATION SYSTEM REPAIR SUPPLIES EWING IRRIGATION PRODUCTS, INC	68.90	68.90
4/12/21	23546	OFFICE PHONES FOR PERIOD ENDING MAY 6, 2021 FRONTIER COMMUNICATIONS	389.99	389.99
4/26/21	23547	559833-884768 ADMIN BUILDING FOR APR 2021 180819-512108 BUSINESS FOR APR 2021 559831-884770 FIRE PROTECTION FOR APR 2021 COACHELLA VALLEY WATER DIST	22.83 17.68 86.99	127.50
4/26/21	23548	MAY 2021 PSCD EMPLOYEE VISION INSURANCE EXPENS METLIFE GROUP BENEFITS	51.65	51.65
4/26/21	23549	MAY 2021 PSCD EMPLOYEE LIFE INSURANCE EXPENSE STANDARD INSURANCE COMPANY RQ	74.54	74.54
4/27/21	23550	REFUND OVERPAYMENT OF HEADSTONE SETTING FEE DONALD JOHNSON	50.00	50.00
4/27/21	23551	CELL PHONES FOR GROUND SUPERVISOR & OFFICE FO SPRINT	130.80	130.80
4/27/21	23552	INV 01D0032777377 - BOTTLED WATER & OTHER SUPPLI READY REFRESH BY NESTLE	55.36	55.36
4/27/21	23553	IN702451 - KYOCERA COPIER FOR PERIOD ENDING 5/15/2 IN702452 - WATER COOLER FOR PERIOD ENDING 5/15/202 AIS	159.10 32.63	191.73
4/27/21	23554	K JURASKY EXTRA HEALTH INSURANCE FOR PAY PERI COLONIAL LIFE	203.78	203.78
4/9/21	DEBIT CAL	APRIL 2021 PSCD EMPLOYEE HEALTH INSURANCE EXPE APRIL 2021 PSCD RETIREE HEALTH INSURANCE EXPENS APRIL 2021 PSCD EMPLOYEE HEALTH INSURANCE EXPE CALPERS	5,928.14 1,143.75 708.21	7,780.10
4/8/21	DEBIT EDIS	3-001-6901-55 WELL #2 FOR PERIOD 02/12/21 TO 03/16/21 3-003-6360-97 WMC FOR PERIOD 02/12/21 TO 03/16/21 3-011-5009-75 DAVALL GATE FOR PERIOD 02/12/21 TO 03/ 3-040-5194-97 ADMIN BUILDING FOR PERIOD 02/11/21 TO 0 3-016-9582-84 WELL #4 FOR PERIOD 12/11/20 TO 01/12/21 3-016-9582-84 WELL#4 FOR PERIOD 01/12/21 TO 02/10/21 3-016-9582-84 WELL #4 FOR PERIOD 02/10/21 TO 03/12/21 3-052-1550-32 WMC DESERT COMMUNITY ENERGY FOR P 3-052-1550-32 WMC DESERT COMMUNITY ENERGY FOR P SO CAL EDISON	143.04 15.78 24.97 534.38 2,564.83 2,336.30 2,512.29 0.26 0.29	8,132.14
4/1/21	DEBIT KJ	USPS - POSTAGE FOR FORM 700 TO RIV COUNTY COMPANY DEBIT CARD	12.05	12.05
4/8/21	DEBIT KJ	ICLOUD: 200 GB STORAGE PLAN COMPANY DEBIT CARD	2.99	2.99
4/5/21	DEBIT KJ	SHOP POP DISPLAYS - (3) COUNTERTOP SNEEZE GUARD COMPANY DEBIT CARD	238.57	238.57

PALM SPRINGS CEMETERY DIST
Cash Disbursements Journal
For the Period From Apr 1, 2021 to Apr 30, 2021

Date	Check #	Line Description	Debit Amount	Credit Amount
4/21/21	DEBIT KJ	STAPLES - ALCOHOL WIPES STAPLES - OFFICE SUPPLIES COMPANY DEBIT CARD	9.70 84.02	93.72
4/23/21	DEBIT KJ	STAPLES - FOLDING TABLE FOR CREMATION BURIALS STAPLES - OFFICE SUPPLIES COMPANY DEBIT CARD	61.98 46.72	108.70
4/23/21	DEBIT KJ	USPS - POSTAGE STAMPS COMPANY DEBIT CARD	165.00	165.00
4/29/21	DEBIT KJ	STAPLES - OFFICE SUPPLIES COMPANY DEBIT CARD	74.46	74.46
4/9/21	EDD_TAAx	SIT P/R 03/25/2021 TO 04/07/2021 PAID 04/09/2021 SDI P/R 03/25/2021 TO 04/07/2021 PAID 04/09/2021 EMPLOYMENT DEVELOPMENT DEPT	222.29 121.22	343.51
4/9/21	EDD_TAAx	SUI P/R 03/25/2021 TO 04/07/2021 PAID 04/09/2021 EMPLOYMENT DEVELOPMENT DEPT	141.16	141.16
4/23/21	EDD_TAx	SIT P/R 04/08/2021 TO 04/21/2021 PAID 04/23/2021 SDI P/R 04/08/2021 TO 04/21/2021 PAID 04/23/2021 EMPLOYMENT DEVELOPMENT DEPT	222.29 126.49	348.78
4/23/21	EDD_TAx ^a	SUI P/R 04/08/2021 TO 04/21/2021 PAID 04/23/2021 EMPLOYMENT DEVELOPMENT DEPT	141.16	141.16
4/29/21	EDISON	8002601833 WELL #4 FOR PERIOD 03/12/21 TO 04/11/21 8000493032 ADMIN BUILDING FOR PERIOD 03/15/21 TO 04/ 8001545236 DAVALL GATE FOR PERIOD 03/16/21 TO 04/13/ 8003526191 WELL #2 FOR PERIOD 03/16/21 TO 04/13/21 8004476833 WMC FOR PERIOD 03/16/21 TO 04/13/21 SO CAL EDISON	2,950.63 495.06 21.88 141.93 14.33	3,623.83
4/9/21	EXPRESS_T	FIT P/R 03/25/2021 TO 04/07/2021 PAID 04/09/2021 SOCIAL SECURITY P/R 03/25/2021 TO 04/07/2021 PAID 04/0 MEDICARE P/R 03/25/2021 TO 04/07/2021 PAID 04/09/2021 BANK OF AMERICA	760.62 1,252.54 292.94	2,306.10
4/23/21	EXPRESS_T	FIT P/R 04/08/2021 TO 04/21/2021 PAID 04/23/2021 SOCIAL SECURITY P/R 04/08/2021 TO 04/21/2021 PAID 04/2 MEDICARE P/R 04/08/2021 TO 04/21/2021 PAID 04/23/2021 BANK OF AMERICA	760.62 1,306.95 305.65	2,373.22
4/9/21	FEES	P/R 03/25/2021 TO 04/07/2021 PAID 04/09/2021 CBIZ PAYROLL	108.50	108.50
4/23/21	FEES	P/R 04/08/2021 TP 04/21/2021 PAID 04/23/2021 CBIZ PAYROLL	88.74	88.74
	Total		60,634.90	60,634.90

**PALM SPRINGS CEMETERY DISTRICT
Payroll Disbursement Journal-General Fund
For April 2021**

Date	Reference	Employee	Amount
4/9/21	5192	KATHLEEN JURASKY	2,614.99
4/9/21	5193	STEPHANIE C. LOZANO	1,243.25
4/9/21	5194	SCOTT W. VICKREY	1,389.51
4/9/21	5195	EDGAR F. ARCHILA	1,375.83
4/9/21	5196	WILLIAM G. KLEINDIENST	163.70
4/9/21	5197	WILLIAM G. KLEINDIENST	163.69
4/9/21	5198	LYNN T. MALLOTTO	163.70
4/9/21	5199	LYNN T. MALLOTTO	163.69
4/23/21	5206	KATHLEEN JURASKY	2,614.99
4/23/21	5207	KATHLEEN JURASKY	400.00
4/23/21	5208	STEPHANIE C. LOZANO	1,243.26
4/23/21	5209	SCOTT W. VICKREY	1,389.51
4/23/21	5210	EDGAR F. ARCHILA	1,375.83
4/23/21	5211	WILLIAM G. KLEINDIENST	163.70
4/23/21	5212	LYNN T. MALLOTTO	163.70
4/23/21	5213	JAN M. PYE	163.70
4/23/21	5214	TIM RADIGAN-BROPHY	163.69
4/1/21 thru 4/30/21			14,956.74

**GENERAL FUND, INVESTMENTS & ACO DISBURSEMENT RECAP
April 2021**

April Cash Disbursement Journal		60,634.90
April Payroll Disbursement Journal		14,956.74
TOTAL PSCD DISBURSEMENTS		<u>75,591.64</u>
TOTAL GENERAL FUND EXPENDITURES		<u>75,591.64</u>
April Payment Voucher # 1700	31,759.32	
April Payment Voucher # 1701	43,782.32	
Total Payment Vouchers	<u>75,541.64</u>	
REFUNDS:		
Donald Johnson		50.00
Overpayment of Headstone Setting Fee		
TOTAL ACO EXPENDITURES		<u>0.00</u>
April ACO Payment Voucher # 1702	6,846.44	
AL Miller & Sons Roofing to repair Veterans Chapel roof (to be paid at a later date)		
April ACO Payment Voucher # 1703	1,816.21	
Wausau Tile Inc for Four (4) Waste Containers Paid May 3, 2021 Check 23573		
April ACO Payment Voucher #1705	3,832.34	
Asco Pacific, Inc for Imperial Lowering Device Paid May 3, 2021 Check 23572		
PET CEMETERY DRAWDOWNS		<u>0.00</u>
Loan Amount:	25,000.00	
Current Balance Remaining:	15,000.00	
TOTAL APRIL DISBURSEMENTS		<u>75,591.64</u>

**PALM SPRINGS CEMETERY DISTRICT
SITE SALES & INTERMENTS
April 2021**

SALES

	Prior Months		April		FY 2020/2021 YTD Totals		FY 2019/2020 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult, C	236	0	23	0	259	0	89	0
Adult, A&B	13	0	0	0	13	0	28	0
Premium	33	0	1	0	34	0	68	0
Child	1	0	2	0	3	0	2	0
Cremation	28	0	4	0	32	0	22	0
Niche	36	0	3	0	39	0	23	0
TOTALS	347	0	33	0	380	0	232	0

LOT REPURCHASES

	Prior Months		April		FY 2020/2021 YTD Totals		FY 2019/2020 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	8	0	0	0	8	0	8	0
Cremation	0	0	0	0	0	0	0	1
Niche	0	0	0	0	0	0	3	0
TOTALS	8	0	0	0	8	0	11	1

TOTAL INTERMENTS

	Prior Months		April		FY 2020/2021 YTD Totals		FY 2019/2020 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	221	0	26	0	247	0	164	1
Child	1	0	1	0	2	0	4	0
Cremation	43	1	5	0	48	1	37	3
Niche	28	0	1	0	29	0	10	0
TOTALS	293	1	33	0	326	1	215	4

SATURDAY INTERMENTS

	Prior Months		April		FY 2020/2021 YTD Totals		FY 2019/2020 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	0	0	0	0	0	0	0	0
Child	0	0	0	0	0	0	0	0
Cremation	0	0	0	0	0	0	0	0
Niche	0	0	0	0	0	0	0	0
TOTALS	0	0	0	0	0	0	0	0

SUNDAY INTERMENTS

	Prior Months		April		FY 2020/2021 YTD Totals		FY 2019/2020 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	0	0	0	0	0	0	0	0
Child	0	0	0	0	0	0	0	0
Cremation	0	0	0	0	0	0	0	0
Niche	0	0	0	0	0	0	0	0
TOTALS	0	0	0	0	0	0	0	0

**PALM SPRINGS CEMETERY DIST
INCOME STATEMENT - GENERAL FUND
FOR THE TEN MONTHS ENDING APRIL 30, 2021**

	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
REVENUE						
OPEN AND CLOSE	49,020.00	13,580.00	35,440.00	368,090.00	230,335.00	137,755.00
MISC SPECIAL SET-UP	0.00	0.00	0.00	225.00	1,425.00	(1,200.00)
RETURNED CHECK BANK CHARGE	0.00	0.00	0.00	90.00	30.00	60.00
INTEREST RECEIVED	1.10	3.67	(2.57)	22.54	34.08	(11.54)
LAND LEASE	5,730.53	5,656.99	73.54	57,305.30	56,569.90	735.40
MISC INCOME	0.00	0.00	0.00	510.00	0.00	510.00
CREDIT CARD CONVEN FEE	531.92	676.09	(144.17)	7,599.53	4,563.13	3,036.40
SAT INTERMENT SURCHARGE	0.00	0.00	0.00	0.00	16,200.00	(16,200.00)
SUN INTERMENT SURCHARGE	0.00	0.00	0.00	0.00	5,500.00	(5,500.00)
WITNESS GRAVE CLOSING	0.00	0.00	0.00	0.00	9,400.00	(9,400.00)
TAX COLLECTIONS	16,925.97	16,190.03	735.94	228,546.51	201,776.31	26,770.20
VAULTS	7,545.00	410.00	7,135.00	26,535.00	10,165.00	16,370.00
CREMATION VAULTS	720.00	270.00	450.00	4,720.00	3,600.00	1,120.00
PREMIUM VAULTS	0.00	0.00	0.00	0.00	530.00	(530.00)
LINERS	1,890.00	1,280.00	610.00	23,405.00	17,720.00	5,685.00
GRAVE VASES	1,819.55	270.00	1,549.55	11,546.35	7,470.35	4,076.00
MEMORIAL WALL INCOME	0.00	0.00	0.00	0.00	300.00	(300.00)
ENR SURCHARGE	8,560.00	2,470.00	6,090.00	59,260.00	34,240.00	25,020.00
LOT TRANSFERS	100.00	400.00	(300.00)	1,600.00	1,700.00	(100.00)
COUNTY INTEREST INCOME	10.16	0.00	10.16	541.78	534.31	7.47
DONATIONS & GRANTS	0.00	0.00	0.00	106.00	0.00	106.00
HANDLING FEE	16,845.00	4,735.00	12,110.00	121,455.00	75,665.00	45,790.00
PRENEED CONTRACT SERVICE CHG	1,700.00	200.00	1,500.00	10,700.00	6,500.00	4,200.00
VASE/HDSTN SET & CLEAN	6,675.00	2,110.00	4,565.00	53,320.00	40,045.00	13,275.00
TOTAL REVENUE	118,074.23	48,251.78	69,822.45	975,578.01	724,303.08	251,274.93
EXPENSES						
REGULAR SALARIES	19,362.52	13,553.96	5,808.56	221,612.11	242,454.06	(20,841.95)
BOT MEETING COMPENSATION	1,436.72	1,257.13	179.59	8,979.50	10,775.40	(1,795.90)
BOT CONFERENCES	0.00	(275.00)	275.00	0.00	2,519.00	(2,519.00)
BOT TRAVEL & EXPENSES	0.00	201.25	(201.25)	0.00	3,871.71	(3,871.71)
COVID-19 PAYROLL	0.00	8,400.13	(8,400.13)	4,921.29	8,400.13	(3,478.84)
RETIREMENT/PENSION	0.00	1,536.79	(1,536.79)	14,409.83	17,559.82	(3,149.99)
FICA	1,279.75	1,429.29	(149.54)	14,493.93	16,113.17	(1,619.24)
MEDICARE	299.30	334.27	(34.97)	3,389.72	3,768.41	(378.69)
EMPLOYEE GROUP INSURANCE	7,281.14	6,022.05	1,259.09	63,100.68	59,667.06	3,433.62
RETIREE GROUP INSURANCE	1,143.75	1,154.34	(10.59)	11,501.04	11,724.30	(223.26)
UNEMPLOYMENT INSURANCE	282.32	77.94	204.38	2,080.96	2,838.04	(757.08)
WORKERS COMP INSURANCE	562.36	583.61	(21.25)	5,607.70	5,736.26	(128.56)
ELECTRICITY	11,755.97	516.29	11,239.68	43,379.90	33,746.87	9,633.03
TELEPHONE	520.79	659.16	(138.37)	6,707.61	7,190.18	(482.57)
WATER	1,716.10	1,244.99	471.11	28,625.47	27,106.81	1,518.66
CAPC CONFERENCE DONATIONS	0.00	0.00	0.00	0.00	200.00	(200.00)
COMMUNITY OUTREACH	0.00	0.00	0.00	100.00	684.24	(584.24)
VISA-MASTER CHG FEES	498.78	770.99	(272.21)	8,136.58	8,296.06	(159.48)
COUNTY SERVICE CHARGE	0.00	36.60	(36.60)	1,059.33	867.49	191.84
GENERAL INSURANCE	2,190.03	1,632.63	557.40	21,900.30	16,326.30	5,574.00
LEGAL	0.00	1,302.00	(1,302.00)	11,704.00	7,126.00	4,578.00
LOT REPURCHASE	0.00	2,755.93	(2,755.93)	4,435.00	4,240.93	194.07
OFFICE EXPENSE	1,224.66	3,122.14	(1,897.48)	19,541.52	17,050.87	2,490.65
TRAVEL & CONVENTION	0.00	(275.00)	275.00	0.00	4,911.24	(4,911.24)
UNIFORMS & SAFETY EQUIPMENT	0.00	0.00	0.00	0.00	770.21	(770.21)
MTG EXP & SUPPLIES	0.00	0.00	0.00	103.31	534.39	(431.08)
AUDIT	0.00	0.00	0.00	6,320.00	6,750.00	(430.00)
ADVERTISING/PUBLICITY	315.95	184.20	131.75	2,149.81	3,931.50	(1,781.69)
MEMBERSHIP & DUES	0.00	0.00	0.00	5,996.87	5,650.38	346.49
AUTO TRUCK EXPENSE	0.00	0.00	0.00	9,262.28	0.00	9,262.28
LARGE EQUIPMENT REPAIRS	0.00	0.00	0.00	2,994.67	867.51	2,127.16
IRRIGATION SYSTEM REPAIRS	68.90	0.00	68.90	3,936.60	2,706.18	1,230.42
FERTILIZER AND SEED	0.00	0.00	0.00	7,908.30	10,783.06	(2,874.76)
GASOLINE, OIL, TIRES	28.06	0.00	28.06	675.25	3,518.80	(2,843.55)
PLANT & BUILDING	502.33	1,382.97	(880.64)	10,185.61	14,916.74	(4,731.13)
TOOLS & SUPPLIES	61.98	0.00	61.98	899.12	643.13	255.99
GRAVE LINERS & VAULTS	1,368.00	0.00	1,368.00	51,518.04	35,271.80	16,246.24
GRAVE VASES	1,047.20	0.00	1,047.20	6,423.14	4,501.27	1,921.87
CONTRACT TREE/GARDEN MAINTNCE	24,700.00	24,700.00	0.00	221,499.21	170,697.55	50,801.66
CONTRACT BURIALS	0.00	527.00	(527.00)	0.00	6,095.00	(6,095.00)
SECURITY CAMERA EXPENSE	0.00	0.00	0.00	0.00	1,104.00	(1,104.00)
DMP GROUNDS SECURITY	725.00	725.00	0.00	7,250.00	7,250.00	0.00
COVID-19 EXPENSES	248.27	350.88	(102.61)	2,238.28	1,314.69	923.59
TOTAL EXPENSES	(78,619.88)	(73,911.54)	(4,708.34)	(835,046.96)	(790,480.56)	(44,566.40)
NET CHANGE FROM OPERATIONS	39,454.35	(25,659.76)	65,114.11	140,531.05	(66,177.48)	206,708.53
OTHER REVENUE & EXPENSE						
RESERVES TRANSFERRED IN	0.00	0.00	0.00	0.00	30,000.00	(30,000.00)
TOTAL OTHER REVENUE & EXPENSE	0.00	0.00	0.00	0.00	30,000.00	(30,000.00)
NET CHANGE	39,454.35	(25,659.76)	65,114.11	140,531.05	(36,177.48)	176,708.53

PALM SPRINGS CEMETERY DIST
ANNUAL BUDGET INCOME STATEMENT - GENERAL FUND
FOR THE TEN MONTHS ENDING APRIL 30, 2021

	PTD ACTUAL	PTD BUDGET	VARIANCE	YTD ACTUAL	ANNUAL BUDGET	VARIANCE
REVENUE						
OPEN AND CLOSE	49,020.00	24,754.00	24,266.00	368,090.00	297,050.00	71,040.00
MISC SPECIAL SET-UP	0.00	242.00	(242.00)	225.00	2,900.00	(2,675.00)
RETURNED CHECK BANK CHARGE	0.00	4.00	(4.00)	90.00	50.00	40.00
INTEREST RECEIVED	1.10	3.00	(1.90)	22.54	35.00	(12.46)
LAND LEASE	5,730.53	5,793.00	(62.47)	57,305.30	69,513.00	(12,207.70)
MISC INCOME	0.00	0.00	0.00	510.00	0.00	510.00
CREDIT CARD CONVEN FEE	531.92	713.00	(181.08)	7,599.53	8,550.00	(950.47)
LATE FEE	0.00	1,075.00	(1,075.00)	0.00	12,900.00	(12,900.00)
SAT INTERMENT SURCHARGE	0.00	1,633.00	(1,633.00)	0.00	19,600.00	(19,600.00)
SUN INTERMENT SURCHARGE	0.00	733.00	(733.00)	0.00	8,800.00	(8,800.00)
TAX COLLECTIONS	16,925.97	28,297.00	(11,371.03)	228,546.51	339,569.00	(111,022.49)
VAULTS	7,545.00	1,421.00	6,124.00	26,535.00	17,050.00	9,485.00
CREMATION VAULTS	720.00	0.00	720.00	4,720.00	0.00	4,720.00
LINERS	1,890.00	1,988.00	(98.00)	23,405.00	23,850.00	(445.00)
GRAVE VASES	1,819.55	731.00	1,088.55	11,546.35	8,775.00	2,771.35
MEMORIAL WALL INCOME	0.00	25.00	(25.00)	0.00	300.00	(300.00)
ENR SURCHARGE	8,560.00	3,561.00	4,999.00	59,260.00	42,730.00	16,530.00
LOT TRANSFERS	100.00	133.00	(33.00)	1,600.00	1,600.00	0.00
COUNTY INTEREST INCOME	10.16	41.00	(30.84)	541.78	491.00	50.78
DONATIONS & GRANTS	0.00	0.00	0.00	106.00	0.00	106.00
HANDLING FEE	16,845.00	7,848.00	8,997.00	121,455.00	94,175.00	27,280.00
PRENEED CONTRACT SERVICE CHG	1,700.00	667.00	1,033.00	10,700.00	8,000.00	2,700.00
VASE/HDSTN SET & CLEAN	6,675.00	3,824.00	2,851.00	53,320.00	45,890.00	7,430.00
TOTAL REVENUE	118,074.23	83,486.00	34,588.23	975,578.01	1,001,828.00	(26,249.99)
EXPENSES						
REGULAR SALARIES	19,362.52	23,678.00	(4,315.48)	221,612.11	284,141.00	(62,528.89)
BOT MEETING COMPENSATION	1,436.72	1,122.00	314.72	8,979.50	13,469.00	(4,489.50)
BOT CONFERENCES	0.00	208.00	(208.00)	0.00	2,500.00	(2,500.00)
BOT TRAVEL & EXPENSES	0.00	250.00	(250.00)	0.00	3,000.00	(3,000.00)
COVID-19 PAYROLL	0.00	2,083.00	(2,083.00)	4,921.29	25,000.00	(20,078.71)
TEMPORARY HELP	0.00	833.00	(833.00)	0.00	10,000.00	(10,000.00)
RETIREMENT/PENSION	0.00	1,723.00	(1,723.00)	14,409.83	20,675.00	(6,265.17)
FICA	1,279.75	1,595.00	(315.25)	14,493.93	19,140.00	(4,646.07)
MEDICARE	299.30	399.00	(99.70)	3,389.72	4,788.00	(1,398.28)
EMPLOYEE GROUP INSURANCE	7,281.14	5,711.00	1,570.14	63,100.68	68,536.00	(5,435.32)
RETIREE GROUP INSURANCE	1,143.75	1,088.00	55.75	11,501.04	13,056.00	(1,554.96)
UNEMPLOYMENT INSURANCE	282.32	283.00	(0.68)	2,080.96	3,395.00	(1,314.04)
WORKERS COMP INSURANCE	562.36	626.00	(63.64)	5,607.70	7,507.00	(1,899.30)
ELECTRICITY	11,755.97	3,917.00	7,838.97	43,379.90	47,000.00	(3,620.10)
TELEPHONE	520.79	667.00	(146.21)	6,707.61	8,000.00	(1,292.39)
WATER	1,716.10	2,917.00	(1,200.90)	28,625.47	35,000.00	(6,374.53)
COMMUNITY OUTREACH	0.00	125.00	(125.00)	100.00	1,500.00	(1,400.00)
VISA-MASTER CHG FEES	498.78	917.00	(418.22)	8,136.58	11,000.00	(2,863.42)
RETURNED CHECK	0.00	4.00	(4.00)	0.00	50.00	(50.00)
COUNTY SERVICE CHARGE	0.00	100.00	(100.00)	1,059.33	1,200.00	(140.67)
EDUCATION	0.00	33.00	(33.00)	0.00	400.00	(400.00)
GENERAL INSURANCE	2,190.03	2,190.00	0.03	21,900.30	26,280.00	(4,379.70)
LEGAL	0.00	833.00	(833.00)	11,704.00	10,000.00	1,704.00
LOT REPURCHASE	0.00	542.00	(542.00)	4,435.00	6,500.00	(2,065.00)
OFFICE EXPENSE	1,224.66	1,333.00	(108.34)	19,541.52	16,000.00	3,541.52
TRAVEL & CONVENTION	0.00	583.00	(583.00)	0.00	7,000.00	(7,000.00)
UNIFORMS & SAFETY EQUIPMENT	0.00	83.00	(83.00)	0.00	1,000.00	(1,000.00)
MTG EXP & SUPPLIES	0.00	50.00	(50.00)	103.31	600.00	(496.69)
CONTRIBUTIONS	0.00	17.00	(17.00)	0.00	200.00	(200.00)
AUDIT	0.00	683.00	(683.00)	6,320.00	8,200.00	(1,880.00)
ADVERTISING/PUBLICITY	315.95	417.00	(101.05)	2,149.81	5,000.00	(2,850.19)
MEMBERSHIP & DUES	0.00	471.00	(471.00)	5,996.87	5,650.00	346.87
AUTO TRUCK EXPENSE	0.00	100.00	(100.00)	9,262.28	1,200.00	8,062.28
LARGE EQUIPMENT REPAIRS	0.00	333.00	(333.00)	2,994.67	4,000.00	(1,005.33)
EQUIPMENT REPAIRS	0.00	54.00	(54.00)	0.00	650.00	(650.00)
IRRIGATION SYSTEM REPAIRS	68.90	583.00	(514.10)	3,936.60	7,000.00	(3,063.40)
FERTILIZER AND SEED	0.00	917.00	(917.00)	7,908.30	11,000.00	(3,091.70)
GASOLINE, OIL, TIRES	28.06	417.00	(388.94)	675.25	5,000.00	(4,324.75)
PLANT & BUILDING	502.33	1,833.00	(1,330.67)	10,185.61	22,000.00	(11,814.39)
ROAD MAINTENANCE	0.00	167.00	(167.00)	0.00	2,000.00	(2,000.00)
TOOLS & SUPPLIES	61.98	125.00	(63.02)	899.12	1,500.00	(600.88)
GRAVE LINERS & VAULTS	1,368.00	3,208.00	(1,840.00)	51,518.04	38,500.00	13,018.04
GRAVE VASES	1,047.20	375.00	672.20	6,423.14	4,500.00	1,923.14
CONTRACT TREE/GARDEN MAINTNCE	24,700.00	24,700.00	0.00	221,499.21	296,400.00	(74,900.79)
CONTRACT BURIALS	0.00	583.00	(583.00)	0.00	7,000.00	(7,000.00)
SECURITY CAMERA EXPENSE	0.00	167.00	(167.00)	0.00	2,000.00	(2,000.00)
DMP GROUNDS SECURITY	725.00	725.00	0.00	7,250.00	8,700.00	(1,450.00)
COVID-19 EXPENSES	248.27	167.00	81.27	2,238.28	2,000.00	238.28
TOTAL EXPENSES	78,619.88	89,935.00	(11,315.12)	835,046.96	1,079,237.00	(244,190.04)
NET CHANGE FROM OPERATIONS	39,454.35	(6,449.00)	45,903.35	140,531.05	(77,409.00)	217,940.05
OTHER REVENUE & EXPENSE						
RESERVES TRANSFERRED IN	0.00	8,116.00	(8,116.00)	0.00	97,409.00	(97,409.00)
OTHER EXPENSE APPROP CONTING	0.00	(1,667.00)	1,667.00	0.00	(20,000.00)	20,000.00
NET CHANGE	39,454.35	0.00	39,454.35	140,531.05	0.00	140,531.05

**ACCUMULATIVE CAPITAL OUTLAY
INCOME STATEMENT
FOR THE TEN MONTHS ENDING APRIL 30, 2021**

	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
REVENUE						
BURIAL RIGHT SALES	26,005.00	13,140.00	12,865.00	336,080.00	198,165.00	137,915.00
CURRENT INTEREST & DIVIDENDS	2,127.08	2,810.66	(683.58)	13,026.97	17,035.85	(4,008.88)
COUNTY INTEREST INCOME	42.86	503.16	(460.30)	2,752.58	5,172.86	(2,420.28)
DONATIONS & GRANTS	0.00	0.00	0.00	0.00	54,000.00	(54,000.00)
GAIN/INVEST FAIR VALUE INCREAS	(4,918.42)	33,279.56	(38,197.98)	(16,681.20)	62,209.14	(78,890.34)
TOTAL REVENUE	<u>23,256.52</u>	<u>49,733.38</u>	<u>(26,476.86)</u>	<u>335,178.35</u>	<u>336,582.85</u>	<u>(1,404.50)</u>
	<u>23,256.52</u>	<u>49,733.38</u>	<u>(26,476.86)</u>	<u>335,178.35</u>	<u>336,582.85</u>	<u>(1,404.50)</u>
EXPENSES						
INVESTMENT ADVISOR FEES	0.00	0.00	0.00	3,942.68	3,646.46	296.22
COUNTY SERVICE CHARGE	0.00	4.08	(4.08)	5.27	4.08	1.19
TOTAL EXPENSES	<u>0.00</u>	<u>(4.08)</u>	<u>4.08</u>	<u>(3,947.95)</u>	<u>(3,650.54)</u>	<u>(297.41)</u>
NET CHANGE FROM OPERATIONS	<u>23,256.52</u>	<u>49,729.30</u>	<u>(26,472.78)</u>	<u>331,230.40</u>	<u>332,932.31</u>	<u>(1,701.91)</u>
OTHER REVENUE & EXPENSE						
REVENUE TRANSFERRED IN	(12,550.00)	0.00	(12,550.00)	(20,640.00)	(16,135.00)	(4,505.00)
REVENUE TRANSFER OUT	0.00	0.00	0.00	0.00	30,000.00	(30,000.00)
TOTAL OTHER REVENUE & EXPENSE	<u>(12,550.00)</u>	<u>0.00</u>	<u>(12,550.00)</u>	<u>(20,640.00)</u>	<u>13,865.00</u>	<u>(34,505.00)</u>
NET CHANGE	<u>35,806.52</u>	<u>49,729.30</u>	<u>(13,922.78)</u>	<u>351,870.40</u>	<u>319,067.31</u>	<u>32,803.09</u>

**ENDOWMENT CARE FUND
INCOME STATEMENT
FOR THE TEN MONTHS ENDING APRIL 30, 2021**

	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
REVENUE						
WMC ENDOWMENT CARE	0.00	0.00	0.00	60.00	1,990.00	(1,930.00)
ENDOWMENT CARE DEPOSITS	24,155.58	8,185.00	15,970.58	242,151.32	158,679.00	83,472.32
CURRENT INTEREST & DIVIDENDS	5,435.79	13,638.78	(8,202.99)	36,253.24	82,616.77	(46,363.53)
COUNTY INTEREST INCOME	34.89	503.56	(468.67)	2,414.33	4,258.58	(1,844.25)
GAIN/LOSS INVESTMENT FMV	(4,294.39)	8,578.30	(12,872.69)	(23,805.22)	23,470.88	(47,276.10)
TOTAL REVENUE	25,331.87	30,905.64	(5,573.77)	257,073.67	271,015.23	(13,941.56)
EXPENSES						
INVESTMENT ADVISOR FEES	0.00	0.00	0.00	21,919.65	28,706.98	(6,787.33)
TOTAL EXPENSES	0.00	0.00	0.00	21,919.65	28,706.98	(6,787.33)
NET CHANGE	25,331.87	30,905.64	(5,573.77)	235,154.02	242,308.25	(7,154.23)

**PRENEED FUND
INCOME STATEMENT
FOR THE TEN MONTHS ENDING APRIL 30, 2021**

	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
REVENUE						
CURRENT SALES	10,012.70	7,879.15	2,133.55	127,503.48	111,696.93	15,806.55
CURRENT DEFERRED REVENUE	3,438.37	3,374.02	64.35	67,737.88	82,459.62	(14,721.74)
CURRENT INTEREST & DIVIDENDS	3,838.14	2,655.26	1,182.88	21,578.45	30,964.66	(9,386.21)
COUNTY INTEREST INCOME	24.93	413.93	(389.00)	1,880.37	3,543.78	(1,663.41)
GAIN/INVEST FAIR VALUE INCREAS	(10,537.08)	41,477.45	(52,014.53)	(26,649.50)	87,745.01	(114,394.51)
TOTAL REVENUE	6,777.06	55,799.81	(49,022.75)	192,050.68	316,410.00	(124,359.32)
EXPENSES						
INVESTMENT FEES	0.00	0.00	0.00	7,646.94	7,214.71	432.23
LOSS ON TRANSFER (INTER COSTS)	2,249.32	0.00	2,249.32	9,190.71	6,118.23	3,072.48
SALES TRANSFR OUT (PRIOR YR)	12,550.00	0.00	12,550.00	20,640.00	19,135.00	1,505.00
TOTAL EXPENSES	14,799.32	0.00	14,799.32	37,477.65	32,467.94	5,009.71
NET CHANGE	(8,022.26)	55,799.81	(63,822.07)	154,573.03	283,942.06	(129,369.03)

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT ("Agreement") is entered into this ____ day of _____, 2021, by and between the Palm Springs Cemetery District (the "District") and The Law Offices of Quintanilla & Associates (the "Firm").

RECITALS

The following recitals are a substantive part of this Agreement:

1. The District is in need of general counsel legal services; and
2. The Firm represents that it's qualified by virtue of experience, training, education and expertise to accomplish the services necessary under this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term of Agreement.

Subject to the termination provisions set forth in this Agreement below, the term of this Agreement shall be on an at-will basis, commencing on the date of execution.

2. Services to be Provided.

The Firm shall designate Steven B. Quintanilla to serve as General Counsel for the District under this Agreement (unless otherwise directed by the District) and provide the District the services as described in the scope of work attached hereto as Exhibit A, and Litigation Services, as described in Section 3.2.

3. Compensation.

The Firm shall be compensated as follows:

3.1 General Services. The Firm shall provide the General Services, identified on Exhibit A, for the following rates:

Senior Attorneys	\$200.00 per hour
Junior Attorneys	\$185.00 per hour
Paralegals	\$150.00 per hour
Law Clerks	\$75.00 per hour

3.2 Litigation Services. The Firm shall provide Litigation Services at the following rates:

Senior Attorneys	\$250.00 per hour
Junior Attorneys	\$200.00 per hour
Paralegals	\$150.00 per hour
Law Clerks	\$150.00 per hour

Litigation Services shall only include services provided by the Firm that is initiated by the District or that is in response to a lawsuit filed against the District in a proper court of law.

3.3 Billing. The Firm agrees to provide detailed invoicing of all billing for services on a monthly basis. Monthly invoices shall begin on the first of the month following the execution of the Agreement herein. All charges must be itemized by the Firm, showing in detail the work task performed during the billing entry. All charges must be presented in line item format and in a manner such that each task is separately explained in reasonable detail, and with a specific time allocation recorded, for each task. For Litigation Services, the invoice shall include the amount, billing rate and basis for calculation of all fees and costs.

3.4 Reimbursement of Expenses. The Firm shall keep accurate records of all costs and expenses. These records shall be made available to the District upon reasonable request. To obtain reimbursement, the Firm shall submit a monthly summary of expenses simultaneously with billing invoices. The District will reimburse actual, reasonable and necessary out of pocket expenses incurred by the Firm in performing any services under this Agreement as follows: (a) statutory fees, witness fees, reporter fees, stenographic transcription costs, jury fees, and service of process costs; (b) charges billed to the Firm by third parties that are necessary for the Firm to perform legal services for the District; (c) expert consultations, witnesses, and investigators authorized and approved by the District; (d) photocopying, facsimile, computerized legal research and parking fees at the actual amount charged to the Firm; and (e) mileage at IRS rates in effect at the time of travel. Time spent for travel to and from regular Board meetings shall not be reimbursable.

4. Insurance.

4.1 Professional Errors and Omissions Insurance. The Firm shall obtain and maintain in full force and effect at all times Professional Errors and Omissions Liability Insurance. Such insurance shall provide coverage in an amount not less than three million dollars (\$3,000,000) per occurrence. The Firm shall also obtain and maintain in full force and effect at all times Automotive and General Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence. The insurance policies required under this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage, or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, given to the District.

Said insurance policies shall provide coverage to the District for any damages or losses suffered by the District as a result of any error or omission, or neglect by the Firm which arise out of the services rendered under this Agreement.

The firm shall, within ten (10) days after entering into this Agreement, deposit with the District a certificate of insurance certifying that all insurance required herein is, and will be, in full force and effect from the time the Agreement is entered into until completion or termination of this Agreement. The Certificates of Insurance must be renewed at least fifteen (15) days prior to expiration.

All insurance required shall be carried only by responsible insurance companies licensed to do business in California and shall name as additional insured the District, their officials, officers, employees, agents and representatives. All policies shall contain language to the effect that (1) the insurer waives any right of subrogation against the District and the District's officials, officers, employees, agents, and representatives; (2) insurance shall be primary non-contributing and any other insurance carried by the District shall be excess over such insurance; and (3) such insurance shall not be cancelled or materially changed except after thirty (30) days notice by the insurer to the District by certified mail. The Firm shall furnish the District with copies of all applicable policies promptly upon receipt.

Nothing in this section shall be construed to make the Firm other than an independent contractor/consultant for all purposes.

The Firm agrees to notify the District in the event that the limits fall below the coverage stated above or if the insurance policies noted here are allowed to lapse and substitute insurance is, or is not, obtained.

4.2 Workers Compensation Insurance. The Firm shall obtain and maintain workers compensation insurance in accordance with Section 3700 of the California Labor Code in an amount not less than one million dollars (\$1,000,000) per occurrence.

5. Indemnification.

The Firm agrees to protect, hold harmless, defend, and indemnify the District, its employees, elective or appointive boards, officers, agents, agenda and affiliates, from any and all loss, claims, liabilities, expenses, or damages of any nature whatsoever, including attorneys' fees, arising out of or in any way connected with the performance of, or services rendered by, the Firm, the Firm's agents, officers, employees, sub-contractors or independent contractors of the Firm, except where the loss or liability is due to the negligence or willful misconduct of the District.

6. District Agent.

The District Manager (the "Manager") is the District's agent for purposes of this Agreement.

7. Independent Contractor.

The Firm, and anyone employed by the firm, are not and shall not be, deemed employees of the District. The Firm is solely responsible for the payment of employment taxes, workers compensation taxes, and any other taxes for employees.

8. Conflict of Interest.

The Firm represents that it presently has no material financial interest other than that which may be held by the general public and shall not acquire any interest, direct or indirect, in any contract or decision made on behalf of the District which may be affected by the services to be performed by the Firm under this Agreement. The Firm further agrees that no person having any such interest shall be employed by them. If the Firm, or their employees, acquires a direct or indirect personal interest, such interest shall be immediately disclosed to the District and the interested individual shall abstain from any contracts or decisions under this Agreement.

In addition to the proscriptions regarding conflicts of interest imposed on the Firm by the Business and Professions Code and by California Rules of Professional Conduct, the Firm represents that no attorney of the Firm shall represent clients before any board, commission, committee or agency of the District or represent any client with interests adverse to the District, unless a bona fide conflict of interest waiver is executed by both the District and other applicable parties. Furthermore, the Firm shall at all times avoid conflicts of interest or the appearance of a conflict of interest in performance of this Agreement. The Firm shall immediately notify the Manager of any circumstances, or change of circumstances, that may provide for the potential for a conflict of interest, or actual conflict of interest.

9. Non-Liability of Officials/Employees of the District.

No official or employee of the District shall be personally liable for any default or liability under this Agreement.

10. Compliance with Law.

The Firm shall comply with all applicable laws, ordinances, codes and regulations of Federal, State, and local governments. In addition, the Firm agrees to abide by all ethical and moral standards as represented by the Rules of Professional Conduct as applied to the California State Bar.

11. Work Product.

All documents, or other information developed or received, by the Firm shall be the property of the District. The Firm shall provide the District with copies of items upon reasonable demand or upon termination of this Agreement.

12. Notices.

All notices shall be personally delivered or mailed, via first class mail, to the below listed address. In addition, such addresses shall be used for delivery for service of process. The Firm agrees to notify the District within ten (10) days of the date of any change of address and agree to keep an updated address with the applicable Courts on any matters that the Firm is representing the District.

a. Address of the Firm is as follows:

Steven B. Quintanilla, President
The Law Offices of Quintanilla & Associates
777 E Tahquitz Canyon Way, Suite 200-41
Palm Springs, CA 92262
Telephone: (760) 285-6690
Electronic Mail: SteveQ@QALawyers.com

b. Address of the District is as follows:

Palm Springs Cemetery District
31-705 Da Vall Drive
Cathedral City, CA 92234
Attn: Kathleen Jurasky, District Manager
Telephone: (760) 328-3316
Facsimile: (760) 321-6524
Electronic Mail: kjurasky@pscemetery.com

13. Termination of Agreement.

The District shall have the right to terminate this Agreement with or without cause at any time. The Firm shall have the right to terminate this Agreement within thirty (30) days prior notice to the District. The Firm, however, shall not substitute out as the Firm of record on any matters in which they may be representing the District without first obtaining written consent from the District, or first obtaining an appropriate court order, allowing the Firm to withdraw as counsel of record.

14. Limitations upon Assignment/Subcontracting.

The Firm agrees that no portion of their performance or services rendered under this Agreement shall be assigned by the Firm or subcontracted to any other without prior written authorization and approval of the District.

15. Non-Discrimination.

The Firm represents that it is an equal opportunity employer and shall not discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation.

16. Time of Essence.

Time is of the essence in the performance of this Agreement.

17. District to Execute.

The persons executing the Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement as herein stated.

18. Entire Agreement.

This Agreement represents the Parties' final and mutual understanding. This Agreement supersedes any previous agreements, oral or written, with the exception of the Firm's Legal Services Proposal, which shall be incorporated herein by this reference as though set forth at length.

19. Modification.

This Agreement shall not be modified or replaced except by another signed, written Agreement, properly executed by the Parties.

20. Waiver.

The waiver of any breach or any provision of this Agreement does not waive any other breach of that term, or any other term, in this Agreement.

21. Partial Invalidity.

If any part of this Agreement is found for any reason to be unenforceable, all other parts nonetheless shall remain in force.

22. Governing Law and Venue.

This Agreement shall be interpreted and construed in accordance with the laws of the State of California. Any action commenced regarding this Agreement shall be filed in the Riverside County Superior Court.

23. Interpretation.

This Agreement shall be interpreted as though prepared by both Parties.

24. Survival.

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the District and the Firm shall survive termination of this Agreement.

IN WITNESS WHEREOF, these parties have executed this Agreement on the day and year shown hereinabove.

PALM SPRINGS CEMETERY DISTRICT

By: _____
Jan Pye, Chair

ATTEST:

By: _____
Tim Radigan-Brophy, Secretary

LAW OFFICES OF QUINTANILLA & ASSOCIATES

Steven B. Quintanilla, President

EXHIBIT "A"
GENERAL SERVICES

The Firm will perform services for the District on an as-needed basis. General Services shall include the following duties and responsibilities:

1. Advise the Board of Trustees and the Manager on special district government legal matters including the Brown Act and parliamentary procedures for running meetings, and public official conflict requirements.
2. Attend all Board meetings, as required, either in person or by telephone. Attend other meetings as assigned by the Manager or Chair.
3. Review Board agendas and prepare reports for meetings as requested by the Manager or Board of Trustees.
4. Coordinate and manage the services and costs of all outside legal counsel.
5. Prepare and/or review all ordinances, resolutions, contracts, joint powers agreements, and other agreements entered into by the District as requested by the Manager.
6. Research and submit legal opinions on special district or other legal matters as requested by the Board of Trustees or the Manager.
7. Provide written updates on new State and Federal legislation and judicial decisions impacting the District and suggest action or changes in operations or procedures to assure compliance.
8. Perform legal work pertaining to land use issues including but not limited to property acquisition, property disposal, public improvements, dedications and rights-of-way.
9. Partner with the Board of Trustees and the Manager to find creative legal solutions to implement Board policies and assist the District in fulfilling its mission.
10. Provide guidance on personnel matters, including employee disciplinary and grievance matters.
11. Work with the Manager, representing the District on negotiations with District employees.
12. Enforce District ordinances and regulations through administrative and judicial actions as requested by the Board of Trustee and/or the Manager.

LICENSE AGREEMENT

This License Agreement (the "Agreement") and between the Palm Springs Cemetery District, a body corporate and politic (the "District" or "Grantor"), and Palm Springs Historical Society, a California nonprofit corporation ("Grantee") (collectively, the "Parties" or individually, a "Party").

RECITALS

WHEREAS, the Palm Springs Cemetery District (the "District") is an independent special district duly organized and existing under and by virtue of the California Public Cemetery District Law, codified in Health and Safety Code Sections 9000 *et seq.*; and

WHEREAS, Health and Safety Code Section 9020 provides that the Board of Trustees (the "Board") shall serve as the legislative body of the District, govern the District, and establish policies for the operation of the District; and

WHEREAS, the Palm Springs Historical Society is a non-profit organization formed to protect, preserve and present the history of Palm Springs; and

WHEREAS, the Palm Springs Historical Society wishes conduct tours open to the public to present historical information regarding the pioneers, settlers and citizens who are buried in the Wellwood Memorial Park; and

WHEREAS, the tours will provide a funding source for the Palm Springs High School.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other valuable consideration, receipt of which is hereby acknowledged:

1. Grant of License. The Grantor hereby grants to the Grantee, and its employees, agents, representatives, contractors and subcontractors, without charge or expense whatsoever, during the term of this License, a license to enter upon the Properties for the limited purposes conducting walking tours open to the public to present historical information regarding the pioneers, settlers and citizens who are buried in the Welwood Memorial Park for the purpose of raising funds for Palm Springs High School.

2. Indemnity. The Grantee shall defend, indemnify, assume all responsibility for, and hold the Grantor and its agents, employees and representatives, harmless from all claims, demands, damages, defense costs or liability of any kind or nature for any damages to property or injuries to persons which may be caused by any acts or omissions of the Grantee arising under this Agreement, whether such activities or performance thereof be by the Grantee or by anyone directly or indirectly employed or contracted with by the Grantee. The Grantee shall not be liable for property damage or bodily injury occasioned by the sole negligence of the Grantor or its agents, employees

or representatives. The Grantee shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that the Grantee determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case the Grantee shall compromise or settle such action in a way that fully protects the Grantor from any liability or obligation. In this regard, Grantee's obligation and right to defend shall include the right to hire attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against the Grantee or the Grantor. If the Grantee defends any such action, as set forth above, (i) the Grantee shall indemnify and hold harmless the Grantor and its officers, employees, representatives, agents and volunteers from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation, and (ii) the Grantor shall be entitled to settle any such claim only with the written consent of the Grantee and any settlement without the Grantee's consent shall release the Grantee's obligations under this Section with respect to such settled claim.

3. Term. The License granted under this Agreement shall be freely revocable by the Grantor upon thirty (30) days' written notice to the Grantee.

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IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Agreement as of the date first indicated above.

GRANTOR:

PALM SPRINGS CEMETERY DISTRICT

By: _____
Jan Pye, Chairperson

ATTEST:

By: _____
Tim Radigan-Brophy, Secretary

APPROVES AS TO FORM:

By: _____
Steven B. Quintanilla, General Counsel

GRANTEE:

PALM SPRINGS HISTORICAL SOCIETY

By: _____
[Signature]

[Print Name]

[Title]