# TEMECULA PUBLIC CEMETERY DISTRICT BOARD OF TRUSTEES REGULAR BOARD MEETING 41911 C St, Temecula, Ca 92592

March 17, 2022 @ 8:00 a.m.

AGENDA- Estimated Time: 1 1/2 Hrs.

Join Zoom Meeting <a href="https://us02web.zoom.us/j/82717017035?pwd=K05KWWpiYzRmamVXQVVCZ2JzRUxGUT09">https://us02web.zoom.us/j/82717017035?pwd=K05KWWpiYzRmamVXQVVCZ2JzRUxGUT09</a>

- 1. CALL TO ORDER: @8:00 a.m. by Trustee Qualm-
- 2. INVOCATION / FLAG SALUTE: Trustee Qualm
- 3. ROLL CALL

Chair Qualm, Vice Chair- Vanderhaak, Trustee Dugan, Trustee Davis, Trustee Kelleher, General Manager, Beaudet

**MOTIONS TO EXCUSE: NONE** 

**VISITORS:NONE** 

# 4. PUBLIC COMMENTS:

At this time, members of the public are invited to address the Board concerning any items on the agenda, or on any other matters that are not on the agenda but are within the subject matter jurisdiction of the District. Request must be submitted in person prior to the start of the meeting. Every person will be allowed 5 minutes to address the Board of Trustees; in accordance with State Law, (Brown Act) all items to be acted on must be posted 72 hours in advance.

# **5.CONSENT CALENDAR:**

All matters on the Consent Calendar are considered routine and may all be approved by one motion. Any member of the Board or the public may request an item be removed from the Consent Calendar for discussion or separate action. Unless otherwise specified in the request to remove an item from the Consent Calendar, all items shall be considered immediately following action on the remaining items on the Consent Calendar.

# A. APPROVAL OF MINUTES

Recommendation: That the Board approve the minutes of the Regular Board Meeting of February 17,2022

# B. APPROVAL OF CHECK REGISTERS

Recommendation: That the Board approves the February 2022 Check Register Nos. 101100, 101200 and 101300.

# c. <u>APPROVAL OF BOOKKEEPER REPORT</u>

Recommendation: That the Board receives and files the February 2022 Bookkeeper Report.

# 6. ACTION ITEMS:

# A. 2022 Ballot and instructions for LAFCO

Recommendation: That each Trustee ranks the 5 nominees listed in order of 1, being your first choice, 2 your second and so on.

# B. Pechanga Monitors

Recommendation: Based on the email from the Pechanga cultural center some cultural resources have been discovered. She explains that they want to bury on our future cemetery property and have designated the burials as open space for perpetuity. I've pulled up the original contract and it clearly states that the developer should turn over all artifacts to the tribe for safe keeping. I think this is something we may need to discuss with legal counsel if we get push back from the tribe.

# C. Ratified Orders

Recommendation: Approve the order change for the cemetery hours beginning April 01, 2022. During COVID the hours of operation was 10:00 am- 4:00 pm. Even though the original Emergency orders put in place by Governor Gavin Newsom are still in effect, we believe it is safe to reopen the gates to the public from 8:00 am -4:00 pm.

# 7. FINANCIAL REPORTS:

- A. February 2022 Balance Sheet
- B. February 2022 Profit and Loss
- C. February 2022 Stifel Investments; principal and interest

# 8. GENERAL MANAGERS REPORTS:

- A. February 2021 Revenues
- B. February Inventory

# 9. **GENERAL COUNSEL REPORTS**:

# 10. FISCAL YEAR 2021-2022 SUBCOMMITTEES:

- A. 52-acre Cemetery Property (Vanderhaak-Davis)
  - Construction began 02/24/2022
  - · Cultural resources found
  - Waiting to get on the RCWD pre-construction meeting calendar
  - First 10% down payment made to Agape Construction
  - · First monitoring invoice being prepared
- B. Landscape Plan (Dugan-Qualm)
- C. Cenotaph/ Ossuary (Vanderhaak-Kelleher)
  - Have photo, will make a brochure
- D. Conférence Liaison (Davis-Dugan)
- E. Polices (Qualm-Davis)
- F. General Price List (Kelleher-Vanderhaak)
- G. Investments (Davis-Dugan)

# 11. <u>FUTURE TRUSTEE AGENDA ITEMS:</u>

Stewart Title- Pending
Construction Loan
Cemetery Designers
CSDA Conference-Palm Springs

12	. <u>CLOSED SESSION ITEMS:</u> Gustavo Lamanna- Attorney at La
<b>A</b> . C	CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED INITIATION OF LITIGAT Pursuant to Government Code of Section 54956.9 (d) (one potential case)
B.C	ONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
	Significant Exposure to Litigation
	Pursuant to Government Code of Section 54956.9 (d) (one potential case)
	•• • • • • • • • • • • • • • • • • • •
C.	•• • • • • • • • • • • • • • • • • • •

# 13. BOARD COMMENT:

# 14. ANNOUNCEMENTS:

# 15. ADJOURNMENT:

1st Motion:

2<sup>nd</sup> Motion:

All in Favor:

Next Regular Board Meeting - April 21, 2022- At the cemetery

In compliance with the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the District Secretary at (951) 699-1630. Notification 72-hours prior to the meeting will generally enable District staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

All supporting documentation is available for public review at the Temecula Public Cemetery District Office located at 41911 C Street, Temecula, California during regular business hours, 10:00:00 a.m. – 4:00 p.m., Monday through Friday. Or at <a href="https://www.temeculacemetery.org">www.temeculacemetery.org</a> posted March 14, 2022

Due to COVID-19 all correspondence shall be conducted electronically until further notice.

# TEMECULA PUBLIC CEMETERY DISTRICT BOARD OF TRUSTEES REGULAR BOARD MEETING 41911 C St, Temecula, Ca 92592

February 17, 2022 @ 8:00 a.m.

#### **MINUTES**

- **1. CALL TO ORDER:** @8:04 a.m.
- 2. INVOCATION / FLAG SALUTE: Trustee Qualm

# 3. ROLL CALL

Chair Qualm, Vice Chair- Vanderhaak, Trustee Dugan, Trustee Davis, Trustee Kelleher, General Manager, Beaudet

# **MOTIONS TO EXCUSE: NONE**

# VISITORS: NONE: Shelby Burson, Agape Construction

- Urgency Item, came to our attention after the agenda was posted. Agape Construction to discuss price increase based on supply and demand.
- The original contract was presented in October of 2021 for \$1,348,000 to complete the entry road to the cemetery. Because of the recent inflation and learning that we needed to import dirt for the road (approximately 1000 cy) the contract price was amended to reflect the new cost of \$1,448,500. The Trustees and Legal Counsel discussed it and voted to move forward on the construction cost. AYES:5/0

4. <u>PUBLIC COMMENTS:</u> Motion was made by Trustee Dugan to accept the consent calendar as presented, seconded by Trustee Kelleher and passed with a 5/0.

At this time, members of the public are invited to address the Board concerning any items on the agenda, or on any other matters that are not on the agenda but are within the subject matter jurisdiction of the District. Request must be submitted in person prior to the start of the meeting. Every person will be allowed 5 minutes to address the Board of Trustees; in accordance with State Law, (Brown Act) all items to be acted on must be posted 72 hours in advance.

# **5.CONSENT CALENDAR:**

All matters on the Consent Calendar are considered routine and may all be approved by one motion. Any member of the Board or the public may request an item be removed from the Consent Calendar for discussion or separate action. Unless otherwise specified in the request to remove an item from the Consent Calendar, all items shall be considered immediately following action on the remaining items on the Consent Calendar.

# A. **APPROVAL OF MINUTES**

Recommendation: That the Board approve the minutes of the Regular Board Meeting of January 20,2022

# B. APPROVAL OF CHECK REGISTERS

Recommendation: That the Board approves the January 2022 Check Register Nos. 101100, 101200 and 101300.

# C. APPROVAL OF BOOKKEEPER REPORT

Recommendation: That the Board receives and files the February 2022 Bookkeeper Report.

# 6. ACTION ITEMS:

# A. Nomination for LAFCO: Discussed

Recommendation: The BOT acknowledge the nomination letter sent out. This nomination is for the western District. The Temecula Cemetery is in the Southern District, therefore we are unable to nominate from our Board of Trustees. Receive and File.

# B. <u>Latitude 24 Project Specialists:</u> Table until we receive more cemetery proposals

Recommendation: The owner of Latitude 24 was anxious to have the BOT receive his proposal. Please hold onto this, I do not have extra copies. I'm in the process of receiving other proposals, hopefully I should have 3 total by June. These proposals are for the 1<sup>st</sup> phase which follows the entry road. Once received and the Trustees accept the proposal then we can begin our search for financing.

- 7. <u>FINANCIAL REPORTS</u>: Motion was made Trustee Davis to receive and file the January Financials, seconded by Trustee Dugan and passed with a 5/0 vote.
  - A. January 2022 Balance Sheet
  - B. January 2022 Profit and Loss
  - C. January 2022 Stifel Investments; principal and interest

- 8. **GENERAL MANAGERS REPORTS:** Received, no action
  - A. January 2021 Revenues
  - B. January Inventory
  - C. Depletion
  - D. Burial Calendar

9. GENERAL COUNSEL REPORTS:

# 10. FISCAL YEAR 2021-2022 SUBCOMMITTEES:

- A. 52-acre Cemetery Property (Vanderhaak-Davis)
  - Pre-construction meeting 02/14/2022
  - PSOMAS burrowing owl report complete, good till 03/10/2022
- B. Landscape Plan (Dugan-Qualm)
- C. Cenotaph/ Ossuary (Vanderhaak-Kelleher)
  - Having a professional photographer get pictures and typeset for mailers.
- D. Conférence Liaison (Davis-Dugan)
- E. Polices (Qualm-Davis)
- F. General Price List (Kelleher-Vanderhaak)
- G. Investments (Davis-Dugan)

# 11. FUTURE TRUSTEE AGENDA ITEMS:

Stewart Title- Pending
Construction Loan
Cemetery Designers
CSDA Conference-Palm Springs
Construction Timeline

# 12.CLOSED SESSION ITEMS: 8;27 AM

# Gustavo Lamanna- Attorney at Law Michael Cobden- Attorney at Law

#### A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED INITIATION OF LITIGATION

Pursuant to Government Code of Section 54956.9 (d) (one potential case)

#### B. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant Exposure to Litigation
Pursuant to Government Code of Section 54956.9 (d) (one potential case)

c. <u>Closed Session Announcement</u>:Closed at 8:59 am with no reportable action

# 13. BOARD COMMENT:

# 14. ANNOUNCEMENTS:

15. ADJOURNMENT: 9:33am

1<sup>st</sup> Motion: Trustee Vanderhaak

2<sup>nd</sup> Motion:Trustee Davis

All in Favor: 5/0

Next Regular Board Meeting - March 17, 2022

Register: 101100 · US Bank Checking From 02/01/2022 through 02/28/2022 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	С	Deposit	Balance
02/03/2022	8366	American Mini Storage	201100 · Accounts Pay		115.00			56,952.92
02/03/2022	8367	EcoFert Inc	201100 · Accounts Pay		490.00			56,462.92
02/03/2022	8368	Protection One (corp)	201100 · Accounts Pay	143829863	149.18			56,313.74
02/03/2022	8369	Sparkletts	201100 · Accounts Pay		24.99			56,288.75
02/03/2022	8370	Streamline	201100 · Accounts Pay	7235D26B-0015	50.00			56,238.75
02/03/2022	8371	US Bank	201100 · Accounts Pay	01/01/22-01/20	1,404.27			54,834.48
02/03/2022	8372	Wildlife Control Ser	201100 · Accounts Pay	WL3336	500.00	X		54,334.48
02/04/2022	8373	Golden State Paving	201100 · Accounts Pay	Patch for Secur	1,900.00	X		52,434.48
02/08/2022	AJE83		515100 · Life Insuranc	Automatic with	35.64	X		52,398.84
02/11/2022	021822	CalPers 457 Plan	201100 · Accounts Pay		1,328.24	X		51,070.60
02/11/2022	AJE88		101200 · US Bank Pay	Monthly autom	411.30	X		50,659.30
02/11/2022			101200 · US Bank Pay	Funds Transfer	9,403.45	X		41,255.85
02/12/2022			523290 · Bank Charges	Service Charge	26.00	X		41,229.85
02/14/2022	8374	California Dept of Ta	201100 · Accounts Pay	4th QTR 2021	342.55	X		40,887.30
02/14/2022	8375	CR&R Incorporated	201100 · Accounts Pay	001326001	340.18	X		40,547.12
02/14/2022	8376	Crowne Hill Consulti	201100 · Accounts Pay	15657	371.91	X		40,175.21
02/14/2022	8377	Hank's Hardware &	201100 · Accounts Pay	414950	386.93	X		39,788.28
02/14/2022	8378	Law Offices Of Quin	201100 · Accounts Pay	765	420.00	X		39,368.28
02/14/2022	8379	Linda Glau CPA	201100 · Accounts Pay		488.75	X		38,879.53
02/14/2022	8380	Southern California	201100 · Accounts Pay	2-03-325-4707	368.99	X		38,510.54
02/14/2022	022022	Downs Energy	201100 · Accounts Pay	CL-12381	385.67	X		38,124.87
02/16/2022			101100G · Cash - Gen	Deposit		X	53,830.02	91,954.89
02/23/2022	8381	SDLF	201100 · Accounts Pay	Re-Certificatio	175.00			91,779.89
02/25/2022	8382	Home Depot Credit S	201100 · Accounts Pay	1800663603	258.58			91,521.31
02/25/2022	8383	Lawnscape Systems I	201100 · Accounts Pay	424854	1,738.00	X		89,783.31
02/25/2022	8384	Metlife	201100 · Accounts Pay	KMO5754030	40.33			89,742.98
02/25/2022	8385	Michael Baker Intern	201100 · Accounts Pay	Project number	2,475.00			87,267.98
02/25/2022	8386	RT Dennis Accounta	201100 · Accounts Pay	2020-2021 Audit	1,100.00			86,167.98
02/25/2022	8387	Standard Insurance C	201100 · Accounts Pay	160-513170-00	272.48			85,895.50
02/25/2022		Verizon Wireless	201100 · Accounts Pay		210.39			85,685.11
02/25/2022	8389	Patricia Kelleher	201100 · Accounts Pay		136.88			85,548.23
02/25/2022		CalPers 457 Plan	201100 · Accounts Pay		1,318.68	Х		84,229.55
02/25/2022	03052022	California Public Em	201100 · Accounts Pay	7490021932	3,379.51			80,850.04
02/25/2022			101200 · US Bank Pay		9,801.92			71,048.12
52,25,272			101200 OD Dailk Lay	. simb Timibioi	> 4 CO X + 2 fm	**		7.,010.12

Register: 101200 · US Bank Payroll From 02/01/2022 through 02/28/2022 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/04/2022	AJE79		510040 · Regular Salar.	Bank Draft Am	6,930.65	X		6,044.68
02/04/2022	AJE79		510040 · Regular Salar.	Bank Draft Am	3,214.87	X		2,829.81
02/04/2022	AJE79		510040 · Regular Salar.	Monthly charg	16.84	X		2,812.97
02/11/2022	AJE88		101100 · US Bank Che.	Monthly autom		X	411.30	3,224.27
02/11/2022			101100 · US Bank Che.	Funds Transfer		X	9,403.45	12,627.72
02/15/2022	AJE87		525030 · Paychex HR		445.33	X		12,182.39
02/18/2022	AJE86		510040 · Regular Salar.	Bank Draft Am	6,327.13	X		5,855.26
02/18/2022	AJE86		510040 · Regular Salar.	Bank Draft Am	3,062.98	X		2,792.28
02/18/2022	AJE86		510040 · Regular Salar.	Monthly charg	13.34	X		2,778.94
02/25/2022			101100 · US Bank Che.	Funds Transfer		X	9,801.92	12,580.86

Register: 101300 · US Wash Account From 02/01/2022 through 02/28/2022 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C De		Deposit	Balance
02/28/2022			-split-	Deposit		X	7,320.00	15,438.16
02/28/2022	!		-split-	Deposit		X	43,605.00	59,043.16
02/28/2022	5028	County of Riverside	-split-		50,905.00			8,138.16

Remote Tasks Performed: Sur Sa 561au

X Reconcile three US Bank Cash Accounts

- X Reconcile four County Cash Accounts
- X Enter Property Tax Deposits as Necessary
- X Support Voucher Balance to County

X Journal activity and Reconcile two Stifel Accounts using Stifel Balancing spreadsheet.

- X Save the Stifel Account Statements for the auditor
- X Reconcile two Stifel interest receivable accounts
- X Print Stifel Snapshot- for Board Packets

X Verify check sequence is intact.

8374-8400

X Verify each check over \$2500 from the US Bank General account has two signatures. Note: US Bank Wash account checks to the county are exempt from this requirement.

Check 8398 03/04/22 Protection One \$7388.55 Final Payment on Security System

X Verify all checks to the GM have two signatures.

None

X Check monthly credit card statements for receipts and reasonableness. Initial credit card. Note that receipts are attached and expenses are reasonable.

X Discuss Management Use Only financial statements with the GM - Profit and loss two month, Balance sheet with prior year figures, and Profit and Loss Budget Performance.

X For the GM - Add Difference to Balance Sheet. In Excel, change the difference column text to white. Then for all reasonable totals/subtotals, change it to black.

X On the Profit and Loss - Show only the Year to Date and Annual Budget Figures. Check Pagination.

Update Endowment Allocation Schedule.

Update Wash Account Analysis.

Update Prepaid subledger and validate QB information.

X Read Agenda and Minutes of the previous Board Meeting

Items to note, Additional Work:

\*Note - three administrative spreadsheets were not updated this month as the Bookkeeper had a family issue. We will update those next month.

Open items:



March 7, 2022 via electronic mail

# 2022 BALLOT INSTRUCTIONS FOR SPECIAL DISTRICT MEMBER (WESTERN RIVERSIDE) OF THE RIVERSIDE LOCAL AGENCY FORMATION COMMISSION

To Special District Selection Committee Members:

Please read these instructions carefully before completing your ballot. As previously announced, a physical meeting of the Special District Selection Committee (SDSC) is not feasible at this time, therefore, the selection proceedings are being conducted by electronic mail or regular USPS mail. A nomination period for the position in the title above was opened Monday, January 31, 2022, and closed at 5:00 p.m. on Wednesday, March 2, 2022.

Enclosed you will find your ballot.

<u>LAFCO Regular Special District Member – Western Riverside County</u>: A total of nine (9) nominations were received for this position however due to duplicate nominations, only five candidates are on the ballot. Candidates are restricted to the western area of the County.

All members of the SDSC may cast a ballot for a regular member.

Pursuant to procedures adopted by the Selection Committee in 2016, the election for the LAFCO regular position will be conducted using Instant Runoff Voting (IRV). IRV eliminates the requirement for the expensive and lengthy process of sending out a second runoff ballot to achieve a majority. An example demonstrating how IRV works is attached.

Please fill out your ballot by ranking each nominee in the order of preference, using "1" for your first choice, "2" for your second choice and so on. Please note ranking more than one candidate will not work against your first choice candidate, however, voting for only one candidate is allowed. Do not mark the same number beside more than one candidate and do not skip numbers.

#### **General Instructions and Information:**

- Completed ballots must be delivered via electronic mail to <a href="mailto:rholtzclaw@lafco.org">rholtzclaw@lafco.org</a>, or by regular mail delivered to the LAFCO office at 6216 Brockton Avenue, Suite 111-B, Riverside CA 92506 no later than 5:00 p.m. on Wednesday, April 6, 2022.
- Only the presiding officer or another board member authorized by your board of directors to
  vote may cast the ballot. Board members designated by their district board to vote in place
  of the presiding officer must provide that authorization (in the form of a resolution or minute
  order) to LAFCO no later than the time the ballot is cast. District managers or other staff
  members may not vote.
- The voting member must print his or her name on the ballot as well as sign and date the certification indicating he or she is authorized to vote for the district.
- We must receive a ballot with an original signature. However, if you deliver your ballot via electronic mail, you may return a scanned copy of the <u>signed</u> ballot by email to <u>rholtzclaw@lafco.org</u>.
- Failure to follow these instructions will invalidate the ballot.

Finally, these positions ensure special districts are appropriately represented on our local boards. Appointments are only valid if ballots representing a quorum, from 28 of our 55 independent special districts, are returned. Please return your ballots in a timely manner.

If you have any questions, please contact our office at (951) 369-0631.

Sincerely,

CARY THOMPSON
Executive Officer

Attachments:

2022 Special District Selection Committee – Ballot Instant Runoff Voting Election Process (IRV)

# **INSTANT RUNOFF VOTING (IRV) ELECTION PROCESS**

#### Introduction

In 2016, the Special District Selection Committee voted to utilize instant runoff voting (IRV) for all future elections to appoint members to the Riverside Local Agency Formation Commission (LAFCO). IRV is a method of conducting elections with three or more candidates whereby a majority determines the winner without the need to have a second ballot/runoff proceeding. A separate runoff election could cause a delay of more than 90 days, as well as causing LAFCO additional expense. The explanation below and example that follows illustrates how the instant runoff voting method will be used for determining the winner in a fictional election for the Porcupine Lodge Board of Directors. A process similar to the one explained below will be utilized to determine the LAFCO Special District Member.

#### **Ballot Specifications and Directions to Voters**

The ballot will allow a voter to rank candidates in order of preference. All nominated candidates are listed on the ballot. Voters will vote for candidates by indicating their first-choice candidate, their second-choice candidate and so on. The voter will indicate his/her first choice by marking or circling the number "1" beside a candidate's name, the second choice by marking or circling the number "2" by that candidate's name, the third choice by marking the number "3," and so on, for as many choices as the voter wishes. Voters are free to rank only one candidate, however, doing so does not offer any additional advantage to that candidate, as ranking additional candidates cannot help defeat a voter's first-choice candidate. Voters must not mark the same number beside more than one candidate or skip rank numbers.

#### **Ballot Counting**

The ballots cast will be tabulated and the result declared by the official responsible for conducting the election. Votes will be counted for each candidate using the following procedure:

- The first choice marked on each ballot shall be counted. If any candidate receives a majority of the first choices, that candidate shall be declared elected.
- A majority is a number of votes greater than half of the total number of ballots received.
- If no candidate receives a majority of first choices, the candidate who
  received the fewest first choices shall be eliminated and each vote cast for
  that candidate shall be transferred to the next-ranked candidate on that
  voter's ballot. If, after this transfer of votes, any candidate has a number of
  votes constituting a majority, that candidate shall be declared elected.

#### **INSTANT RUNOFF VOTING (IRV) ELECTION PROCESS** (continued)

• If no candidate receives a majority of votes from the continuing ballots after a candidate has been eliminated and his/her votes have been transferred to the next-ranked candidate, the continuing candidate with the fewest votes from the continuing ballots shall be eliminated. All votes cast for that candidate shall be transferred to the next-ranked continuing candidate on each voter's ballot. This process of eliminating candidates and transferring their votes to the next-ranked continuing candidates shall be repeated until a candidate receives a majority of the votes from the continuing ballots. This candidate shall be declared elected.

#### Example:

Three candidates are running for the Porcupine Lodge Board of Directors: Paul Alto, Mort Bragg and Samantha Cruz.

60 ballots are cast, therefore a candidate needs a majority of 31 votes to win the election:

- Alto is ranked #1 by 15 voters
- Bragg is ranked #1 by 25 voters
- Cruz is ranked #1 by 20 voters

In the first round no one receives the required majority of 31 votes.

Alto, as the candidate receiving the fewest first choice (#1) votes, is eliminated. Those 15 ballots that had Alto ranked as their first choice are reviewed for their second (#2) choice. On those 15 ballots:

- Bragg is ranked #2 on 9 of those 15 ballots
- Cruz is ranked #2 on 4 of the 15 ballots.
- Two of the ballots did not pick a second choice candidate.

These second choice votes are added to the results of the first choice count as follows:

- Bragg has 25 plus 9 for a total of 34 votes
- Cruz has 20 plus 4 for a total of 24 votes

Thus, Bragg wins with 34 votes (the required majority was 31) and Cruz is second with 24 votes.

https://www.rankedchoicevoting.org/single\_seat

March 7, 2022 via electronic mail

# SPECIAL DISTRICT SELECTION COMMITTEE 2022 BALLOT

Na	ame of District:
	Print District Name Here (required)
Ce	ertification of voting member:
Ι,	hereby certify that I am (check one):
	Print Name Here (required)
	the presiding officer of the above-named district.
	a member of the board of the above-named district authorized by the board to vote in place of the presiding officer. [Authorization $\square$ previously transmitted $\square$ attached]
	Signature (required)  Date (required)

# Regular Special District Member of the Local Agency Formation Commission – Western Riverside County

(Term running May 6, 2022 through May 6, 2026)

Please rank the candidates in preferential order, "1" being the first preference, "2" being the second, etc.:

	Circle ra	ink fo	r ead	ch ca	ndidate
LARRY SMITH, San Gorgonio Pass Water Agency	1	2	3	4	5
STEVE PASTOR, Lake Hemet Municipal Water District	1	2	3	4	5
JOHN SKERBELIS, Rubidoux Community Services District	1	2	3	4	5
PHIL WILLIAMS, Elsinore Valley Municipal Water District	1	2	3	4	5
DAVID HOFFMAN, Beaumont-Cherry Valley Water District	1	2	3	4	5

Listed in random drawing order conducted on 3/3/2022

Completed ballots must be delivered via electronic mail to <a href="mailto:rholtzclaw@lafco.org">rholtzclaw@lafco.org</a>, or by regular mail delivered <a href="mailto:no later than 5:00 p.m. on Wednesday">no later than 5:00 p.m. on Wednesday</a>, <a href="mailto:April 6">April 6</a>, <a href="mailto:2022">2022</a> to the LAFCO office at 6216 Brockton Avenue, Suite 111-B, Riverside CA 92506.

#### Cindi Beaudet

Ebru Ozdil <eozdil@pechanga-nsn.gov> From:

Sent: Wednesday, March 9, 2022 3:16 PM

To: Cindi Beaudet

Cc: Molly Earp; Myra Masiel; Michele Fahley; Tony Foussat Subject:

Inadvertent finds - cultural resources reburial location

#### Hi Cindi,

It was nice to speak with you again. As I mentioned over the phone, there are number of cultural resources that have been identified and uncovered during grading operation for the cemetery. Since the grading is ongoing, there might be more items. Tribe would like to rebury the resources within an open space that would be open space in perpetuity when the grading operation is completed. As a first step, can you please provide a site plan and grading plan for the cemetery so that we can start taking a look at what options there are?

Please do not hesitate to contact me if you have any questions.

Thank you

Ebru T. Ozdil Cultural Analyst Pechanga Band of Mission Indians P.O. Box 2183 Temecula, CA 92593

Office:(951)-770-6313 Fax:(951)-693-2314 eozdil@pechanga-nsn.gov

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# FIRST AMENDMENT TO CULTURAL RESOURCES TREATMENT AND TRIBAL MONITORING AGREEMENT

#### **CUP 3606 TEMECULA PUBLIC CEMETERY**

This First Amendment to the Cultural Resources Treatment and Tribal Monitoring Agreement ("Amendment") is made and entered into by and between TEMECULA PUBLIC CEMETERY DISTRICT ("Developer") and the PECHANGA BAND OF LUISEÑO INDIANS ("Pechanga Band") ("the Parties"), and is based on the following facts:

- A. On or about January 5, 2016, the Pechanga Band entered into a Cultural Resources Treatment and Monitoring Agreement for the CUP 3606 Temecula Public Cemetery Agreement with Temecula Public Cemetery District, including an Addendum 1 Tribal Monitoring ("Agreement"), both of which are attached hereto as Exhibit "A" and incorporated herein by this reference.
- B. The Parties agree that there have been substantive changes regarding the Project since the execution of the January 5, 2016, Agreement. As such, the Parties agree to amend the Agreement as follows:
  - COMPENSATION. The PECHANGA TRIBE shall hire the Tribal Monitoring crew for this Project and shall be responsible for coordinating their activities. The PECHANGA TRIBE recognizes dangerous conditions can exist at the Project work site, particularly during grading operations, and agrees to assume responsibility for the safety of the Tribal Monitors while on the Project site. The PECHANGA TRIBE possesses liability insurance for its Monitors.

The DEVELOPER shall compensate each Tribal Monitor at a rate of \$75.00 per hour, or at the Tribal Monitors' then-current hourly rate for monitoring work taking place more than one (1) year after the execution of this Agreement. The PECHANGA TRIBE shall provide DEVELOPER with an updated fee schedule as necessary. Overtime rates of time and one-half of the quoted hourly rate apply for "after hours work" and "weekend work." "After hours work" is defined as services performed beyond an eight-hour day from start of construction. "Weekend work" is defined as services performed between close of the eight-hour construction day on Friday and start of construction work Monday morning. Holiday rates of double time, or two times the quoted hourly rate, apply for all work taking place on a holiday. The hourly rate will not be applicable to travel time to and from the Project site. The DEVELOPER shall also reimburse the Tribal Monitors for all reasonable and documented mileage expenses at the then-current Federal Travel Regulation mileage rate.

A minimum of four hours ('show-up time") will be charged to the DEVELOPER for unannounced work stoppages of Tribal Monitors which are not due to actions of the PECHANGA TRIBE. A minimum of two hours will be charged to the DEVELOPER for the pre-grading conference and any other meetings conducted outside of regularly scheduled grading or construction hours.

CONTACT. Don Turcott- Project Manager 909-717-2672
Don.southwest@gmail.com

WHEREFORE, the Parties have executed this Amendment effective as of the dates set forth below.

Date:	September 28, 2O21	Date:	09/16/2021
Tribe:	PECHA NGA BA ND OF LUISE ÑO I NDIA NS	Owner:	TEMECULA PUBLIC CEMETERY DISTRICT
	Mat Mecano	MONOTO TRANSPORTANT AND	Dil
By:	Mark Macarro	By:	Dale Qualm
Its:	Tribal Chairman	Its:	Chair

#### EXHIBIT A

Cultural Resources Treatment and Tribal Monitoring Agreement For the CUP 3606 Temecula Public Cemetery Project dated January 5, 2016.

# CULTURAL RESOURCES TREATMENT AND TRIBAL MONITORING AGREEMENT (Pre-Excavation Agreement)

#### CUP 3606, TEMECULA PUBLIC CEMETERY

#### L. PARTIES

The PARTIES to this Agreement are (1) The Pechanga Band of Luiseño Indians, a federally recognized Indian tribe ("PECHANGA TRIBE") and (2) Temecula Public Cemetery District ("DEVELOPER").

All notices to the PARTH'S shall be given at the addresses below.

#### Pechanga Band of Luiseño Indians

Mr. Gary DuBois, Director Pechanga Cultural Resources P.O. Box 2183 Temecula, CA 92593 Telephone: (951) 770-8100 Facsimile: (951) 506-9491

# General Counsel for the Pechanga Band

Michele Hannah Pechanga Band of Luiseño Indians Office of the General Counsel P.O. Box 1477 Temecula, CA 9.2593 Telephone: (951) 770-6479

Facsimile: (951) 694-0734

#### Developer

Michael Dugan, Chair Temecula Public Cemetery District 41911 C Street Temecula, CA 92592

#### IL SUBJECT MATTER

This Agreement concerns a project known as CUP 3606, Temecula Public Cemetery and on the site more specifically defined as APN 924-360-002. The Riverside County Medical Examiner's Office will be provided a copy of this Agreement by the PECHANGA TRIBE. The County of Riverside, Lead Agency for the Project, and agency responsible for environmental compliance of this Project (Tead Agency), will be provided a copy of this Agreement by the PECHANGA TRIBE.

#### III. PURPOSE

The purpose of this agreement is to formalize procedures for the treatment of Narive American human remains, grave goods, funerary objects, ceremonial items, and cultural items, in the event that any are found in conjunction with development of the Project. This agreement also formalizes procedures for tribal monitoring during all grading, groundbreaking, excavation, and ground-disturbing activities performed in conjunction with the Project development, including, but not limited to archaeological testing, studies, surveys, and staging activities. This Agreement is entered into pursuant to the mitigation measures required under the California Environmental Quality Act, Cal. Public Resources Code § 21000 et seq. (CEQA) and the conditions of approval for this Project. This Agreement is effective as of the date provided for in Section XIX.

#### IV. CULTURAL AFFILIATION

The PARTIES agree that the Project area consists of land which has been traced to and traditionally occupied by the PECHANGA TRIBE. Any human remains as defined in Section VII which are found in conjunction with the development of this Project shall be treated in accordance with Sections V through VIII of this Agreement. Cultural resources shall be treated in accordance with Section IX of this Agreement. Significant sites shall be treated in accordance with Section X of this Agreement.

#### V. MOSTLIKELY DESCENDANT

In the event that Native American human remains are found during development of this Project, the PARTIES understand that the determination of Most Likely Descendant (MLD') under California Public Resources Code Section 5097.98 will be made by the Native American Heritage Commission (NAHC') upon notification to NAHC of the discovery of said remains at the Project site. Until such time, neither the PECHANGA TRIBE nor the DEVELOPER guarantees that the PECHANGA TRIBE or one of its members will be so named. However, given the location of the site and the history and prehistory of the area, the PARTIES agree that their good faith belief is that, when and if such Native American human remains are discovered at the Project site, Tribal Chairperson Mark Macarro of the PECHANGA TRIBE will be named the MLD.

Should the NAHC determine that a member of an Indian tribe other than the PECHANGA TRIBE is the MLD, the provisions of this Agreement relating to the treatment of such Native American human remains shall be null and void in their entirety, except that, in such an event, the provisions of Addendum 1 to this Agreement, which is fully severable, shall continue in full force and effect.

Pechanga Band of Luisefro Indians

#### VL COORDINATION WITH COUNTY MEDICAL EXAMINER'S OFFICE

The DEVELOPER shall immediately contact the Medical Examiner and the PECHANGA TRIBE in the event that any human remains are discovered during the development of the Project. The Medical Examiner shall ensure that notification is provided to the NAHC as required by California Public Resources Code Section 5097.98(a) and California Health & Safety Code Section 7050.5(c).

#### VII. TREATMENT OF NATIVE AMERICAN REMAINS

In the event that Native American human remains are found during development of the Project and the PECHANGA TRIBL or a member of the PECHANGA TRIBE is determined to be MLD pursuant to Section V of this Agreement, the following provisions shall apply:

The term 'Native American human remains' encompasses more than human bones because the PECHANGA TRIBE'S traditions call for the burial of associated cultural resources with the deceased (grave goods and funerary objects), and the ceremonial burning of Native American human remains, funerary objects, grave goods and animals. Ashes and other remnants of these burning ceremonies, as well as grave goods and funerary objects, associated with or buried with the Native American remains, are to be treated in the same manner as bones, bone fragments and cremations.

The Medical Examiner shall immediately be notified, ground disturbing activities in that location shall cease, and the remains shall be left in the place where they were discovered until the Medical Examiner has had the opportunity to inspect the remains in place and make her determinations as required by State law, and until a final decision as to the treatment and disposition has been made pursuant to this Agreement and the State law.

The PECHANGA TRIBE shall be allowed, pursuant to California Public Resources Code Section 5097.98(a), to (1) inspect the site of the discovery and (2) make recommendations as to how the human remains and grave goods should be treated with appropriate dignity. The DEVELOPER shall discuss and confer with the PECHANGA TRIBE all reasonable options with regard to its preferences and recommendations for treatment. The PARTIES agree to discuss in good faith what constitutes appropriate dignity, as that term is used in the applicable statutes and in the PECHANGA TRIBE'S customs and traditions.

The PECHANGA TRIBE shall complete its inspection and make its MED recommendation within forty eight (48) hours of receiving notification of the MED determination from the NAHC. The PECHANGA TRIBE shall have the final determination as to the disposition and treatment of human remains and grave goods.

# MIL. NON-DISCLOSURE OF LOCATION OF REBURIALS

It is understood by the PARTHES that, unless orherwise required by law, the site of any reburial of Native American human remains shall not be disclosed and will not be governed by public disclosure requirements of the California Public Records Act, Cal. Govt. Code § 6250 et seq. The Medical Examiner shall withhold public disclosure of information related to such reburial pursuant to the specific exemption set forth in California Government Code Section 6254(r).

# IX. TREATMENT OF CULTURAL RESOURCES

Treatment of all cultural items, including ceremonial items and archaeological items will reflect the religious beliefs, customs, and practices of the PLOHANGA TRIBE.

The DEVELOPER agrees to give all cultural items, including veremonial items and archaeological items, which may be found at the Project site to the PECHANGA TRIBE for appropriate treatment, unless the DEVELOPER is otherwise ordered by a court or agency of competent jurisdiction. The DEVELOPER waives any and all claims to ownership of Tribal ceremonial and cultural items, and all archaeological items which may be found on the Project site in favor of the PECHANGA TRIBE. If temporary possession of cultural items by the DEVELOPER or an agent, subcontractor, or representative of the DEVELOPER is necessary (for example a Project archaeologist), said entity or individual shall not possess those items for longer than is reasonably necessary, except that all PARTIES agree that ceremonial and sacred items shall be immediately relinquished to the PECHANGA TRIBE for appropriate treatment.

# X. SIGNIFICANT SITES IMPACTED BY PROJECT

All PARTTES agree that if additional significant sites or sites not identified as significant in the Project environmental review process, but later determined to be significant, are located within the Project impact area, such sites will be subjected to further archaeological and cultural significance evaluation by the County of Riverside, as Lead Agency, and the PECHANGA TRIBE to determine if additional mitigation measures are necessary to treat sites in a culturally appropriate manner consistent with CEQA requirements for mitigation of impacts to cultural resources.

# XI. WORK STATEMENT FOR TRIBAL MONITORS

The description of work for Tribal monitors is attached herero as Addendum 1 and incorporated herein by reference. Addendum 1 specifies the development activities that Tribal monitors will monitor include all phases and excavation activities, the geographical area over which this monitoring shall be conducted, the size of the monitoring crew, the powers of the monitoring crew, and provisions for compensation of the Tribal monitors, and other pertinent provisions.

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#### XIL SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, representatives, executors, administrators, and assigns of the parties, including subsequent land owners, developers, and sub-contractors of the Project area, and any person or entity obligated to comply with environmental and cultural/archaeological protection laws applicable to this Project.

#### MILL ENVIRONMENTAL COMPITANCE

Nothing in this Agreement shall excuse the Lead Agency on this Project or the DEVELOPER from their obligations under any applicable state or federal laws or regulations, including but not limited to the California Environmental Quality Act (CEQA); Public Resources Code \$ 21000 et seq., the National Historic Preservation Act ("NHPA") 16 U.S.C. \$ 470 et seq.; California Public Resources Code Sections 5097 98, 5097,98(c), and 5097,99; California Health and Safery Code Sections 7050,5(c), California Government Code Section 6254, 65040,2, 65092, 65351, 65352, 65560, 65352,3, 65352,4, 65562,5; California Civil Code 815.3; the Native American Graves Protection and Repatriation Act, 25 U.S.C. \$ 3001 et seq.; the California Native American Graves Protection and Repatriation Act of 2001. California Health and Safety Code \$\$8010 et seq.; the American Indian Religious Freedom Act, 16 U.S.C. \$ 1996, et seq., and the First Amendment to the United States Constitution. Nothing in this Agreement is intended to make any of the above-referenced laws applicable where such laws would otherwise be inapplicable.

#### XIV. INDEMNITY

The PECHANGA TRIBE in no way indomnifies nor guarantees the Lead Agency or the DEVELOPER in any of their legal obligations.

#### XV. SEVERABILITY

Should any part of this Agreement be found by any court or agency of competent jurisdiction to be to any extent invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

#### XVI. CONFIDENTIALITY

The DEVELOPER agrees to keep confidential and shall not disclose the following, unless required by law or a court of competent jurisdiction: I) the existence of this Agreement; 2) any terms and conditions of this Agreement; and 3) any items discussed in Section VIII. The DEVELOPER shall ensure that all of its officers, directors, agents, employees and contractors agree to keep confidential the above items and to fully comply with this section as though each of them had signed this Agreement. The PARTIES agree that any remedy at law for a breach of this section would be inadequate and such breach shall result in irreparable harm to the PECHANGA TRIBE, who shall be entitled to obtain injunctive relief for a breach of this section, in addition to any other remedies available to it at law.

#### XVII. LIMITATION ON SCOPE

This Agreement is unique to this Project only and does not set a precedent for other projects.

#### XVIII. AUTHORITY TO EXECUTE

Each of the persons executing this Agreement expressly warrants that he or she is authorized to do so on behalf of the enrity for which he or she is executing this Agreement. Each party to this Agreement represents and warrants that this Agreement is executed voluntarily, with full knowledge of its significance.

#### XIX. COUNTERPARTS

This Agreement may be signed in two or more counterparts and will be effective when all PARTIES and signatories have affixed their signatures to two or more of the counterparts and said counterparts have been delivered to all PARTIES, at which time the counterparts together will be deemed one original document

Date:	1/5/2014	Date:	** page 16.27 man for a kindled and a second at a second and a second at a second and a second and a second and a second and a second a second and a second a second and a second a second and a second and a second and a second and a second
Tribe:	PECHANGA BAND OF LUISEÑO INDIANS	Developer	H-MECULA PUBLIC CEMETERY DISTRICT
And any .	Mitham		Muhirel Duga
By:	Mark Macarro	By:	Michael Dugan
lts:	Tribal Chairman	list	Chair

#### ADDENDUM I FRIBAL MONITORING

#### CUP 3606, Temecula Public Cemetery

#### 1 SPECIFICATIONS

Given the nature and sensitivity of the archaeological sites and cultural resources that are or may be in the Project area, the PECHANGA TRIBE may designate monitor representatives to be retained as Tribal monitors during all grading, groundbreaking, excavation, and ground disturbing activities performed in conjunction with the Project development, including, but not limited to archaeological resting, studies, surveys, and staging activities.

In the event that human remains, as defined in Section VII of the Cultural Resources Freatment and Tribal Monitoring Agreement, incorporated herein by reference, are found during development of the Project, tribal monitors are empowered to remporarily halt and/or relocate grading or excavation activities pending further investigation by the Medical Examiner and the PECHANGA TRIBE, pursuant to California Health & Safety Code Section 7050.5. The monitors are further empowered to temporarily halt and/or relocate grading or excavation activities, for short periods of time, to conduct further evaluation of the significance of discovered cultural items, including further controlled excavations pursuant to California Public Resources Code Section 21083.2(i). Surface or subsurface artifacts of significance may be collected and mapped during this controlled excavation.

If human remains are found, coordination of the treatment of those remains, as defined in Section VII of the Cultural Resources Treatment and Tribal Monitoring Agreement, will be conducted in accordance with Sections V through VIII of this Agreement. Cultural resources shall be treated in accordance with Section IX of this Agreement. Significant sites shall be treated in accordance with Section X of this Agreement and applicable Project conditions.

Regarding grading activities, a pre-grading conference shall be field by the DEVELOPER to clarify monitoring specifications with the grading contractor and/or Project manager and the grading inspector of the jurisdiction in which the Project site is located. The Pechanga Cultural Resources Committee or the PECHANGA TRIBES designated representative shall be invited to participate in this conference.

If necessary, archaeological observation shall consist of a qualified archaeologist, retained by the DEVELOPER, to be present during grading activities to identify and/or ascertain the significance of any subsurface cultural resources or to aid in the avoidance of sensitive areas.

#### PROJECT TO BE MONIFORID

Monitoring shall encompass the area known as CUP 3606, Temecula Public Cemetery, defined in Section II of the Cultural Resources Treatment and Tribal Monitoring Agreement and more fully described below, and activities in conjunction with the development of the Project. The Project shall consist of three phases, One (1) Administration, maintenance and columbaria buildings and parking; Two (2) Graded access for a secondary entrance and maintenance area; Three (3) Expansion of the cemetery. Given that the Project will span a large amount of time, DEVELOPER agrees to provide the Tribe at least 30 days' notice prior to the inception of each Phase, or if additional major excavations will take place. Based on the cultural and archaeological sensitivity of the Project site, it is agreed that monitoring will be allowed for all grading. groundbreaking, excavation, and ground disturbing activities performed in conjunction with the Project development, including, but not limited to archaeological testing, studies, surveys, and staging activities. Tribal monitors will not monitor paleonrological material.

#### 111. PROJECT CREW SIZES

For purposes of determining Tribal manitoring crew sizes, a written schedule of excavation, testing, grading, and ground disturbing activities will be submitted by the DEVELOPER to the PECHANGA TRIBE or its designated representatives one week in advance of the commencement of these activities. If the DEVELOPER changes the written schedule of excavation with less than 24 hours norice, the PECHANGA TRIBE may impose a minimum half day show up charge. For purposes of this Agreement, "notice" must be given during normal business hours (i.e., Monday Friday from 8:00 a.m. to 5:00 p.m.) to be proper notice. Notice provided outside of normal business hours may result in a minimum half day charge.

The PARTIES to this Agreement anticipate the need for a Tribal monitoring crew consisting of two (2) persons. If the scope of work changes to require additional monitors (for example, if inadvertent discoveries of cultural resources are made or simultaneous grading in two or more geographic areas), the DEVILOPER agrees to come to a reasonable agreement with the PECHANGA TRIBE regarding compensation of more than two (2) monitors.

#### $\mathbb{N}_{+}$ COMPENSATION

The PECHANGA FRIBE shall hire the Tribal monitoring erew for this Project and shall be responsible for coordinating their activities on this Project. The PECHANGA TRIBE recognizes that dangerous conditions can exist at the Project work site, particularly during grading operations, and agrees to assume responsibility for the safety of the Tribal monitoring crew while on the Project site. The PECHANGA TRUBE possesses liability insurance for its monitors.

The DEVELOPER shall compensate the Tribal monitors at the rate of \$60.00 per hour, plus reimbursement for all reasonable and documented mileage expenses at the current Federal Travel Regulation mileage rate. The hourly rate of compensation paid to the Tribal monitor shall be adjusted for inflation based on 2015 dollars. The adjustment, if any, shall be calculated in accordance with the United States Department of Labor, Bureau of Labor Statistics, Revised

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Consumer Price Index. Hourly rate compensation adjustments shall be made only once a year. For purposes of rate compensation adjustment, a year commences on January Ist. A minimum half-day charge ('show up time') will be charged to the DEVELOPER for unannounced work stoppages of Tribal monitors which are not due to actions of the PECHANGA TRIBE. The hourly rate will not be applicable to travel time to and from the Project site. A minimum two hour charge will be applied for the pre-grading conference and any other meetings conducted outside of regularly scheduled grading or construction hours.

Overtime rates of time and a half (\$90 per hour) of the quoted rate apply for "after hours" and "weekend" work. For purposes of this Agreement, "after hours work is defined as services performed beyond an eight hour day from start of construction. "Weekend work" is defined as services performed between close of the eight hour construction day on Friday and start of construction work Monday morning. Holiday rates of double time (\$120 per hour) of the quoted rate apply for all holiday work. The hourly rate will not be applicable to travel time to and from the Project site.

The DEVELOPER agrees that the PECHANGA TRIBE may invoice the DEVELOPER for the Tribal monitors' compensation on a monthly basis. The DEVELOPER also agrees to remit payment in full to the following address within thirty (30) days of receipt of the PECHANGA TRIBE's invoice:

Accounting Department Pechanga Band of Luiseño Indians Attn: Accounts Receivable P.O. Box 1477 Temecula, CA 92593

All unpaid balances are subject to a monthly finance charge of % of the balance owed.

# RATIFIED EMERGENCY ORDER OF THE GENERAL MANAGER OF THE TEMECULA PUBLIC CEMETERY DISTRICT

#### March 17, 2022

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "Coronavirus Disease 2019," abbreviated COVID-19, ("COVID-19"); and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 7, 2020, Riverside County Public Health Officer Dr. Cameron Kaiser declared a Local Health Emergency, citing Riverside County's first locally acquired case of COVID-19; and

**WHEREAS**, on March 10, 2020, the Riverside County Board of Supervisors ratified the Local Health Emergency and activated the Medical Health Department Operations Center to better coordinate public messaging and planning among community partners as Riverside County officials prepare for the spread of COVID-19; and

WHEREAS, on March 10, 2020, the Riverside County Public Health Officer ordered the cancellation of the Coachella Valley Music and Arts Festival ("Coachella") and the Stagecoach Country Music Festival ("Stagecoach") recognizing that both Coachella and Stagecoach are music concerts and gatherings of an international scope, attracting hundreds of thousands of attendees from many countries, including several disproportionately afflicted by the worldwide COVID-19 epidemic; and

WHEREAS, on March 11, 2020, the California Department of Public Health issued guidance that in order to protect public health and slow the rate of transmission of COVID-19, large gatherings of 250 people or more at concerts, conferences, and professional, college, and school sporting events should be postponed or canceled for at least the remainder of the month of March 2020 and that smaller gatherings held in venues such as crowded auditoriums, rooms or other venues that do not allow social distancing of six feet per person should be postponed or canceled; and

WHEREAS, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20 providing that all residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19 and that authorized local legislative bodies are permitted to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, during the period in which local public officials impose or recommend measures

to promote social distancing, including but not limited to limitations on public events; and

**WHEREAS**, on March 12, 2020, the Riverside County Public Health Officer ordered the cancellation of all events within the jurisdiction of the Public Health Officer of the County of Riverside with an expected attendance of at least 250 individuals taking place between March 12, 2020 and April 30, 2020, regardless of venue; and

WHEREAS, on March 13, 2020, the President of the United States of America proclaimed and declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 16, 2020, the Governor issued Executive Order N-28-20 waiving certain requirements related to residential and commercial evictions and foreclosures to allow local jurisdictions more flexibility to prohibit residential and commercial evictions and foreclosures through May 31, 2020; and

WHEREAS, on March 16, 2020, the Riverside County Public Health Officer ordered the prohibition of all gatherings within the jurisdiction of the Public Health Officer of the County of Riverside with an expected presence of at least 10 individuals taking place between March 16, 2020 and April 30, 2020 inclusive, regardless of venue; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20 ordering that as to individuals currently eligible for benefits under Medi-Cal, CalFresh, CalWORKs, the Cash Assistance Program for Immigrants, the California Food Assistance Program, or In Home Supportive Services benefits, and to the extent necessary to allow such individuals to maintain eligibility for such benefits, any state law, including but not limited to California Code of Regulations, Title 22, section 50189(0) and Welfare and Institutions Code sections 18940 and 11265, that would require redetermination of such benefits is suspended for a period of 90 days from the date of Order N-29-20; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-33-20 ordering that to protect public health, that all individuals living in the State of California stay home or at their place of residence ("Shelter in Place") except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <a href="https://www.cisa.gov/critical-infrastructure-sectors">https://www.cisa.gov/critical-infrastructure-sectors</a>; and

WHEREAS, on March 19, 2020, the Board of Trustees adopted Resolution No 2020-1 proclaiming that a Local State of Emergency now exists throughout the District and ordering that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of the District shall be those prescribed by state law, ordinances, and resolutions of the District; and

WHEREAS, Resolution No 2020-1 further directed and authorized the General Manager and designee and other appropriate staff members and District officials to take all necessary and

appropriate actions to effectuate the purpose of this Resolution subject to any modifications as may be approved by the Board of Trustees from time to time during the State of Emergency; and

WHEREAS, effective May 1, 2020, the Riverside County Health Officer and the County Executive Officer as Director of Emergency Services, adopted an amended order that provides as follows: (1) All persons, including Essential Workers shall wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiter, or other fabric face coverings, that all persons, including Essential Workers are discouraged from using Personal Protective Equipment (PPE), such as N95 masks, for non-medical reasons; (2) Face coverings must be worn in public settings, such as: (a) waiting in line to go inside a store; (b) shopping at a store; (c) picking up food at a restaurant; (d) on public transportation (or waiting for it); (e) in a taxi or rideshare vehicle; (f) seeking healthcare; (g) going into facilities allowed to stay open; and (h) working an essential job that interacts with the public; and (3) children 2 years and older should be encouraged to wear a mask when around others closer than 6 feet, and when they do, they must be supervised by an adult; and

WHEREAS, the amended order further provides that face coverings are NOT required to be worn by people who are at home, in the car alone or with members of their own household, residents with a health condition whose medical doctor has advised against wearing a face covering and can provide documentation, children under the age of 2 years old due to the risk of suffocation or persons who are outdoors, walking, hiking, bicycling or running, provided that they comply with social distancing during these activities, including maintaining at least 6 feet of distance from other people; and

WHEREAS, the amended order also provides that businesses must: (a) require their employees, contractors, owners, and volunteers to wear a face covering at the workplace and when performing work off-site; (b) inform customers about the need to wear a face covering, including posting signs and advising those in line or in the store; (c) take reasonable steps to keep people who are not wearing a face covering from entering their business, and (d) refuse service to anyone not wearing a face covering; and

WHEREAS, on May 9, 2020, the Riverside County Public Health Officer ordered the rescission of the following amended health orders: (1) the April 2, 2020 amended order related to short term lodging facilities; (2) the April 29, 2020 amended order placing restrictions on golf courses; and (3) the April 29, 2020 amended order requiring the use of face coverings and practice of social distancing; and

**WHEREAS**, by rescinding its health orders, the County of Riverside now aligns itself with the State's Orders as they now exist or may be issued or amended in the future; and

WHEREAS, in order to protect public health and slow the rate of transmission of COVID-19, the General Manager has determined it is necessary to amend the District's emergency orders to further decrease the risk of exposure to COVID-19.

**NOW, THEREFORE**, I, Cindi Beaudet, General Manager of the Temecula Public Cemetery District, do hereby issue the following order to become effective immediately, subject to ratification as soon as practicable by the Board of Trustees:

#### IT IS HEREBY ORDERED AS FOLLOWS:

**THAT** the cemetery will be open to the public for general visitation, at their own risk of contracting COVID-19, Monday-Sunday 8:00 a.m.- 4:00 p.m., commencing on the date of this Order; and

**THAT** the General Manager in consultation with the General Legal Counsel shall prepare and distribute and post a notice in a conspicuous place at the cemetery and on the District's website that persons who attend services or any other gathering at the cemetery grounds shall attend at their own risk; and

THAT the cemetery shall not be used for picnicking or other recreational purposes; and

**THAT** the District office shall remain closed to foot traffic, all appointments will be scheduled either virtually or by phone. Clients will meet with the staff outside to arrange for burials. Payment can be made online or personal or cashiers checks will be accepted.

**THAT** All purchases of burial rights will be sold 3 days prior to a burial and only if the decedent has been received by a funeral home; and

Purchasing burial rights for pre-planning is not permitted at this time.

**THAT** services related to the interment of cremains shall be permitted subject to the same provisions related to graveside services; and

**THAT** graveside service activities shall be restricted as follows:

**THAT** all purchases of eminent interment sites and services shall be made over the phone by appointment only and the only form of payment that will be accepted shall be a credit card, debit card, cashiers check or personal check.

**THAT** the conference room located in the District's Office shall not be used by any member of the public except during Board meetings,

- **THAT** commencing -June 01, 2020 the hours for the groundskeepers are Monday -Friday 7:30 AM 4:00 PM; and
- **THAT** lunchbreaks will be staggered starting at 11:30 am ending at 1:30. When possible if the workload allows, two employees may take their lunch during the same 30 minutes; and
- **THAT** if two employees take their lunch hour at the same time, they shall be required to use separate rooms for their lunch breaks: and
- **THAT** the General Manager has determined that the purpose of adopting and implementing protective measures to mitigate and/or abate the transmission of COVID-19, is to prevent harm to those who may violate any protective measure since any such violations may result in exposure to the COVID-19 which may lead to illness and death to the violator and those in the presence of the violator since there is no effective cure or vaccine available; and
- **THAT** the public shall be warned by a notice placed in a conspicuous manner that when visiting the cemetery they do so at their own risk of contracting COVID-19 and that the District shall assume no liability if visitors or their guests contract COVID-19 while visiting the cemetery; and
- **THAT** a violation of this Order shall also be subject to any and all other remedies, civil, equitable or criminal, afforded to the District under any City, County, State and Federal laws or regulations; and
- **THAT** this Order shall become effective immediately and may terminate on March 01, 2023 unless terminated earlier or extended by the General Manager or the Board of Trustees; and
- **THAT** any section, subdivision, subsection, sentence, clause, or phrase in this Order, or the application of this Order to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Order, or the application of such provision contained therein to other persons or circumstances, shall not be affected thereby; and
- **THAT** the General Manager hereby declares that she would have adopted this Order and each section, subdivision, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subdivisions, subsections, sentences, clauses, or phrases, or the application thereof to any person or circumstance, be held invalid; and
- **THAT** notwithstanding the foregoing, and in order to prevent inconsistencies, the General Manager or Board of Trustees may suspend the effectiveness of this Order in the event that the President of the United States, the United States Congress, the Governor of the State of California, the California State Legislature or the Public Health Officer of the County of Riverside adopts legislation, a law, a regulation or order that supersedes this Order.

### ADOPTED this 17th day of March 2022.

	Cindi Beaudet, General Manager
APPROVED AS TO FORM:	
Steven B. Quintanilla,	
General Legal Counsel	

RATIFIED BY THE BOARD OF TRUSTEES AT A REGULAR MEETING OF THE BOARD OF TRUSTEES ON THIS 17th DAY OF March 2022.

Dale Qualm, Chair Board of Trustees Temecula Public Cemetery District

# Temecula Public Cemetery District Balance Sheet

As of February 28, 2022

•	Feb 28, 22	Feb 28, 21	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
101100 · US Bank Checking	71,048.12	66,807.72	
101200 · US Bank Payroll	12,580.86	11,391.48	
101300 · US Wash Account	8,138.16	687.78	
101100C · Cash -Accumulative Outlay Fund	2,934,109.87	1,927,084.73	
101100E · Cash - Endowment Fund	108,886.49	394,996.41	
1011004 · Cash - Retirement	180.00	180.00	
101100G · Cash - General	1,242,787.95	1,673,991.58	
Total Checking/Savings	4,377,731.45	4,075,139.70	302,591.75
Accounts Receivable			
201125 · Accounts Receivable	-12,305.00	-7,230.00	
Total Accounts Receivable	-12,305.00	-7,230.00	
Other Current Assets			
102200 · Stifel Investments			
102210 · Stifel Endowment Care	2,442,807.25	2,141,008.39	
102220 · Stifel Endowment Interest	875,961.25	836,998.18	
Total 102200 · Stifel Investments	3,318,768.50	2,978,006.57	340,761.93
112011 · Inventory Asset	198,988.00	203,381.50	
100499 · Revenues to Deposit with County	0.00	7,230.00	
116100 · Interest Receivable			
116100P · Interest Receivable - End Prin	13,202.42	10,476.73	
116100l · Interest Receivable - End Int	5,090.75	3,456.92	
Total 116100 · Interest Receivable	18,293.17	13,933.65	
117000 · PrePaid Expenses	8,769.55	14,566.89	
Total Other Current Assets	3,544,819.22	3,217,118.61	327,700.61
Total Current Assets	7,910,245.67	7,285,028.31	625,217.36

# Temecula Public Cemetery District Balance Sheet

As of February 28, 2022

	Feb 28, 22	Feb 28, 21	\$ Change
Fixed Assets	<del></del>		
191650 · Intangible Assets	24,470.00	24,470.00	
198950 · Accum Depr - Software	-3,262.66	-1,631.33	
191000 · Future Cemetery Property	2,790,714.49	2,760,659.59	
191100 · Buildings and Improvements	318,605.07	318,605.07	
191400 · Structures and Improvements	363,678.03	363,678.03	
191500 · Equipment	188,322.08	179,965.02	
191700 · Non-Depreciable Assets	77,561.02	77,561.02	
191800 · Grounds Improvements	22,079.50	22,079.50	
191900 · Paving 2015	143,560.00	143,560.00	
198100 · Accumulated Depreciation - Bldg	-147,187.18	-128,370.02	
198400 · Accumulated Depr - Struct/Imp	-237,860.30	-220,395.28	
198500 · Accum Depr - Equipment	-159,171.68	-170,258.13	
198800 · Accum Depr- Grnd Imp	-4,236.84	-3,199.31	
198900 · Accum Depr-Pav 15	-44,060.02	-36,882.02	
Total Fixed Assets	3,333,211.51	3,329,842.14	3,369.37
TOTAL ASSETS	11,243,457.18	10,614,870.45	628,586.73
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
201100 · Accounts Payable	6,239.93	-5,811.48	
Total Accounts Payable	6,239.93	-5,811.48	
Other Current Liabilities			
212200 · Accrued Vacation Pay	3,817.14	6,179.14	
Total Other Current Liabilities	3,817.14	6,179.14	
Total Current Liabilities	10,057.07	367.66	
Long Term Liabilities			
250100 · OPEB Liability	46,000.00	0.00	
Total Long Term Liabilities	46,000.00	0.00	
Total Liabilities	56,057.07	367.66	
Equity			
36001 · Net Investments in Cap Assets	3,322,836.00	3,322,836.00	
36002 · Endowment Care Corpus	2,454,556.00	2,454,556.00	
36003 · Endowment Care Earnings	807,065.00	807,065.00	
36004 · Unrestricted Earnings ACO Fund	1,874,732.00	1,874,732.00	
36005 · Unrestricted Earnings Gen Fund	882,307.00	1,900,821.10	
308100 · General Reserve	156,834.00	0.00	
325100G · Unreserved Fund Balance - Gen	657,426.04	-174,000.00	
	654,291.83	0.00	
390000 · Kelaineo Eaminos		4.44	
390000 · Retained Earnings Net Income	·	428.492.69	
Net Income  Total Equity	377,352.24 11,187,400.11	428,492.69 10,614,502.79	572,897.32

•	Jul '21 - Feb 22	Annual Budget
Ordinary Income/Expense		
Income		
700001 · Property Taxes		
700020 · Prop Tax Current Secured	391,078.97	663,000.00
701020 · Prop Tax Current Unsecured	30,571.25	25,000.00
703000 · Prop Tax Prior Unsecured	-965.01	0.00
704000 · Prop Tax Curr Supplemental	0.00	9,600.00
705000 · Prop Tax Prior Supplemental	9,120.30	4,500.00
706000 · Teeter Settlement	0.00	10,000.00
707000 · RDV Apportionment	48,208.65	40,000.00
752800 · CA-Homeowners Tax Relief	3,116.40	4,000.00
770100 · Property Tax - SBE	0.06	10,500.00
770102 · Other Taxes	115.40	200.00
Total 700001 · Property Taxes	481,246.02	766,800.00
740020 · Interest and Dividend Income		
740024 · Dividend Income - Stifel	3,856.22	10,000.00
740023 · Interest - Stifel	56,527.12	50,000.00
740020G · Interest on General Fnd at Cnty	1,115.25	10,000.00
740020E · Interest on Endow Fnd at County	61.59	1,000.00
7400200 · Interest on ACO at County	3,822.90	20,000.00
Total 740020 · Interest and Dividend Income	65,383.08	91,000.00
770001 · Other Revenue		
770100E · Endowment	124,077.00	165,000.00
777030 Marker Setting	14,250.00	18,000.00
777031 · Niche Engraving	3,422.00	3,000.00
777040 · Open, Close Fees	34,150.00	47,000.00
777520 · Sale of Lots	71,373.00	70,000.00
777530 · Cremation	27,500.00	17,000.00
777600 · Cenotaph	0.00	300.00
777650 · Graveside Service	22,500.00	6,500.00
780160 · Vaults, Flower Vases, etc.	12,755.00	16,000.00
781360 · Other Misc. Revenue	103.50	400.00
Total 770001 · Other Revenue	310,130.50	343,200.00
Total income	856,759.60	1,201,000.00

	Jul '21 - Feb 22	Annual Budget
Expense		
510000 · Salaries and Employee Benefits		
510040T · Regular Salaries.		
510040 · Regular Salaries	157,711.96	250,000.00
510330 · Year End Bonuses	6,280.13	6,000.00
510335 · Hazard Pay	0.00	5,500.00
515100 · Life Insurance Policy	285.12	450.00
510040T · Regular Salaries Other	0.00	0.00
Total 510040T · Regular Salaries.	164,277.21	261,950.00
510320T · Temporary Salaries.		
510320 · Temporary Salaries	2,105.60	40,000.00
510320T · Temporary Salaries Other	0.00	0.00
Total 510320T · Temporary Salaries.	2,105.60	40,000.00
513000T · Retirement - Miscellaneous		
518000 · Employer Contributions-457	11,123.20	21,000.00
551000 · Employee Contributions	0.00	
Total 513000T · Retirement - Miscellaneous	11,123.20	21,000.00
513120T · Retirement - Social Security		
513120 · Social Security	10,419.43	16,911.00
513140 · Medicare Tax	2,436.93	3,955.00
Total 513120T · Retirement - Social Security	12,856.36	20,866.00
515080T · Health Insurance (eer share)		
515081 · Health Insurance	32,350.70	50,000.00
515082 · Vision Insurance	389.67	800.00
515083 · Dental Insurance	2,359.48	3,200.00
Total 515080T · Health Insurance (eer share)	35,099.85	54,000.00
515260T · Unemployment Insurance		
517000 · Workers Comp Insurance	8,690.42	22,000.00
515060 · State Unemployment Ins EDD	0.00	1,600.00
513130 · CA SUI	932.64	2,000.00
515260T · Unemployment Insurance - Other	0.00	0.00
Total 515260T · Unemployment Insurance	9,623.06	25,600.00
Total 510000 · Salaries and Employee Benefits	235,085.28	423,416.00
520000 · Services and Supplies		
529540T · Utilities		
520320 · Telephone Service	0.00	0.00
520845 · Trash	2,852.42	4,100.00
529500 · Electricity	3,501.58	5,500.00
Total 529540T · Utilities	6,354.00	9,600.00
	,	•

	Jul '21 - Feb 22	Annual Budget
524520T · Administrative Expenses		•
518160 · Board Stipend	4,200.00	11,250.00
520115 · Uniforms - Replacement Clothing	1,816.37	3,600.00
520230 · Cellular Phone	1,753.68	3,300.00
520705 · Food	13.50	0.00
520930 · Insurance - Liability	10,771.92	15,900.00
523100 · Memberships	3,248.00	2,600.00
523290 · Bank Charges	153.00	300.00
523621 · Subscriptions	0.00	2,000.00
523660 · Computer Service	3,145.83	7,000.00
523700 · Office Supplies	418.65	0.00
523720 · Photocopies	1,857.48	3,000.00
523760 · Postage/Mailing	392.51	1,000.00
523840 · Computer Equip/Software/T1	803.32	2,500.00
524520 · County Journal Recording	145.27	2,400.00
524530 · Storage Fees	920.00	1,400.00
524540 · Payroll Processing Services	2,279.85	4,100.00
524560 · Auditing	11,000.00	11,000.00
524561 · Accounting	5,913.75	9,500.00
524566 · Temp for e-File	0.00	9,000.00
524800 · Drug Testing/Pre-Employment	375.00	400.00
525025 · Legal - General Counsel	2,580.00	30,000.00
525030 · Paychex HR Support	3,242.92	5,400.00
526420 · Advertising	266.00	1,800.00
527280 · Awards/Recognition	0.00	300.00
527880 · Training/ Staff	584.00	2,500.00
528140 · Conferences and Meetings	3,715.57	30,000.00
528980 · Meals	713.19	2,000.00
528990 · Semi-Annual Team Dinner	3,092.25	5,000.00
529040 · Private Mileage Reimbursement	0.45	2,500.00
529050 · Website	400.00	800.00
529550 · Water	543.61	1,600.00
Total 524520T · Administrative Expenses	64,346.12	172,150.00

Net Income

	Jul '21 - Feb 22	Annual Budget
524500T · Operational Expenses.	1	
521420 · Maint-Field Equipment	9,676.75	10,000.00
522310 · Maint-Building Improvements	0.00	2,500.00
522320 · Maint - Grounds	11,345.60	16,500.00
522360 · Maintenance-Extermination	4,079.00	6,000.00
523250 · Repurchase	1,800.00	2,500.00
523800 · Engraving Expense	1,257.00	2,500.00
525320 · Security Guard Services	0.00	400.00
525600 · Security	17,868.88	7,500.00
527100 · Fuel	1,683.71	4,000.00
527180 · Operational Supplies	5,784.63	13,000.00
528020 Inventory	4,466.43	8,500.00
Total 524500T · Operational Expenses.	57,962.00	73,400.00
Total 520000 · Services and Supplies	128,662.12	255,150.00
530000 · Other Charges		,
530100 · Miscellaneous non-operating exp	1,547.06	4,000.00
Total 530000 · Other Charges	1,547.06	4,000.00
540000 · Capital Assets	1,0 1.100	,,===
542060T · Cemetery Grounds		
542040 · - Buildings, Capital Projects	0.00	100,000.00
542060 · Improvements - Building	1,900.00	6,000.00
542065 · Tree Renovaton	0.00	7,500.00
548300 · Office Renovation	0.00	
Total 542060T · Cemetery Grounds	1,900.00	
540040T · Land, Purchase of Land	1,000.00	, ,0,000,00
540042 · Future Cemetery Property	8,292.00	150,000.00
Total 540040T · Land, Purchase of Land	8,292.00	150,000.00
546020T · Equipment, etc	0,232.00	130,000.00
542070 · Well Motor	0.00	60,000.00
	0.00	17,000.00
546020 · Equipment - Automotive 546240 · Mapping Software	1,945.00	5,000.00
Total 546020T · Equipment, etc		
• • •	1,945.00	
Total 540000 · Capital Assets	12,137.00	, , , , , , , , , , , , , , , , , , ,
551100G · Contrib to Other Funds - Gen	0.00	
551100E · Contrib to Other Funds - Endow	0.00	
Total Expense	377,431.46	······································
Net Ordinary Income	479,328.14	-351,500.00
Other Income/Expense		
Other Income	, ·	
731000 · Realized Gain (Loss) on Invest	1,694.89	
731100 · Unrealized Gain (Loss) on Invst	-103,670.79	
Total Other Income	-101,975.90	0.00
Net Other Income	-101,975.90	
t Income	377,352.24	-351,500.00

1 1 1 D359115 SSNOO01003

**TEMECULA PUBLIC CEMETERY** DIST ENDOWMENT PRINCIPAL 41911 C ST TEMECULA CA 92592-3053

Your Financial Advisor (LU04): SANDRA HEDSTROM WHEELER Telephone: (805) 783-2921

Office Serving Your Account: 4460 BROAD STREET SUITE 210 SAN LUIS OBISPO, CA 93401

#### PRIMARY INVESTMENT OBJECTIVE: Income **RISK TOLERANCE: Moderate**

For a full definition of this objective and risk tolerance, including the use of margin, please see www.stifel.com, IMPORTANT DISCLOSURES, or contact your Financial Advisor. If you have any questions concerning your investment objective or risk tolerance, or wish to make a change, please contact your Financial Advisor or the Branch Manager for this office.

#### TRADING TAX LOT RELIEF METHOD: First In, First Out INVESTOR UPDATE

What are your financial resolutions for 2022? Put away more for retirement? Start saving for college? Review estate planning matters? Whatever your goals may be, your Stifel Financial Advisor can help.

#### ACCOUNT PROTECTION

Stifel, Nicolaus & Company, Incorporated provides up to \$150 million of coverage for securities held in client accounts, of which \$1.15 million may be in cash deposits. Ask your Financial Advisor for more details.

### STIFFL PRESTIGE® ACCOUNT STATEMENT

PORTFOLIO SUMMARY	February 28	January 31	
Net Cash Equivalents **	73,971.84	50,799.20	
Net Portfolio Assets held at Stifel	2,368,835.41	2,406,520.02	
Net Portfolio Assets not held at Stifel			
Net Portfolio Value	\$2,442,807.25	\$2,457,319.22	
YOUR CHANGE IN PORTFOLIO VALUE	February 28	January 31	
Net Cash Flow (Inflows/Outflows) <sup>2</sup>	-3,612.13	-5,197.14	
Securities Transferred In/Out			
Income and Distributions	4,157.00	6,349.61	
Change in Securities Value	-15,056.84	-21,819.71	
Net Change in Portfolio Value	-\$14,511.97	-\$20,667.24	

<sup>\*\*</sup> See the Stifel Insured Bank Deposit Program Disclosure Statements for additional information.

#### YOUR ASSET SUMMARY

Value on Percentage of February 28, 2022 (\$) your account A Net Cash Equivalents\*\* 73,971.84 3.03% 34.80% D Fixed Income-Muni 850,099.40

E Fixed Income-Other	1,244,149.58	50.93%
F Mutual Funds	274,586.43	11.24%
Total Assets	\$2,442,807.25	100.00%

Ε

Thank you for allowing Stifel to serve you. In order to protect your rights, including rights under the Securities Investor Protection Act (SIPA), please promptly report, in writing, any inaccuracies or discrepancies in this account or statement to the Compliance Department of Stifel at the address below. If you have any questions regarding your account or this statement, please contact your Financial Advisor or the Branch Manager for this office. For additional information regarding your Stifel account, please refer to the current Stifel Account Agreement and Disclosure Booklet, which is available at www.stifel.com/disclosures/account-agreement.

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<sup>2</sup> Does not include cost or proceeds for buy or sell transactions. You have securities maturing and/or options expiring.

# STIFEL

1 1 1 D359116 SSNOO01003

TEMECULA PUBLIC CEMETERY DIST ENDOWMENT INTEREST 41911 C ST TEMECULA CA 92592-3053

Your Financial Advisor (LU04): SANDRA HEDSTROM WHEELER Telephone: (805) 783-2921 Office Serving Your Account: 4460 BROAD STREET SUITE 210 SAN LUIS OBISPO, CA 93401

## PRIMARY INVESTMENT OBJECTIVE: Income RISK TOLERANCE: Moderate

For a full definition of this objective and risk tolerance, including the use of margin, please see www.stifel.com, IMPORTANT DISCLOSURES, or contact your Financial Advisor. If you have any questions concerning your investment objective or risk tolerance, or wish to make a change, please contact your Financial Advisor or the Branch Manager for this office.

# TRADING TAX LOT RELIEF METHOD: First In, First Out INVESTOR UPDATE

What are your financial resolutions for 2022? Put away more for retirement? Start saving for college? Review estate planning matters? Whatever your goals may be, your Stifel Financial Advisor can help.

#### **ACCOUNT PROTECTION**

Stifel, Nicolaus & Company, Incorporated provides up to \$150 million of coverage for securities held in client accounts, of which \$1.15 million may be in cash deposits. Ask your Financial Advisor for more details.

#### STIFEL PRESTIGE® ACCOUNT STATEMENT

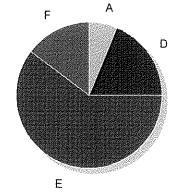
PORTFOLIO SUMMARY	February 28	January 31
Net Cash Equivalents **	54,970.86	120,973.78
Net Portfolio Assets held at Stifel Net Portfolio Assets not held at Stifel	820,990.39	757,651.02
Net Portfolio Value	\$875,961.25	\$878,624.80
YOUR CHANGE IN PORTFOLIO VALUE	February 28	January 31
Net Cash Flow (Inflows/Outflows) <sup>2</sup> Securities Transferred In/Out	3,612.13	5,197.14
Income and Distributions	1,273.69	2,294.59
Change in Securities Value	-7,549.37	-8,846.79
Net Change in Portfolio Value	-\$2,663.55	-\$1,355.06

<sup>\*\*</sup> See the Stifel Insured Bank Deposit Program Disclosure Statements for additional information.

#### YOUR ASSET SUMMARY

Value on Percentage of February 28, 2022 (\$) your account 
\*\* 54,970.86 6.28%

54,970.86	6.28%
163,498.95	18.67%
527,958.88	60.27%
129,532.56	14.79%
\$875,961.25	100.00%
	163,498.95 527,958.88 129,532.56



Thank you for allowing Stifel to serve you. In order to protect your rights, including rights under the Securities Investor Protection Act (SIPA), please promptly report, in writing, any inaccuracies or discrepancies in this account or statement to the Compliance Department of Stifel at the address below. If you have any questions regarding your account or this statement, please contact your Financial Advisor or the Branch Manager for this office. For additional information regarding your Stifel account, please refer to the current Stifel Account Agreement and Disclosure Booklet, which is available at www.stifel.com/disclosures/account-agreement.

Stifel, Nicolaus & Company, Incorporated | Member SIPC & NYSE | www.stifel.com | One Financial Plaza | 501 North Broadway | St. Louis, Missouri 63102

<sup>2</sup> Does not include cost or proceeds for buy or sell transactions.

#### A1 Monthly Revenues July 2021-June 2022

FYE 06/30/22	July	August	September	October	November	December	<u>January</u>	<b>February</b>
Single		=	11,000.00	2,000.00	-	5,000.00	6,000.00	6,000.00
Single End		-	4,500.00	1,500.00	_	2,000.00	2,000.00	2,000.00
Single/Dual		=	3,000.00	-	3,000.00	-	-	-
S/D End		=	1,000.00	=	1,000.00	-	=	=
Dual	21,500.00	4,500.00	17,500.00	9,000.00	8,500.00	4,000.00	8,500.00	8,500.00
Dual End	8,000.00	2,000.00	8,000.00	4,000.00	4,000.00	3,000.00	4,000.00	4,000.00
Collum	-	No.	1,600.00	3,100.00	_	400.00	2,500.00	5,200.00
Colum End	-	394	2,200.00	3,100.00	••	600.00	2,000.00	4,000.00
cenotaph	-	**	**	-	-	~	-	-
<b>Ground Crem</b>	1,100.00	-	-	-	-	-	1,100.00	-
G Crem End	1,000.00	-	-	-	-	-	1,000.00	-
O/C -B	2,950.00	1,950.00	7,950.00	1,500.00	1,800.00	3,900.00	5,300.00	5,150.00
O/C/-C	2,400.00	-	800.00	2,800.00	-	800.00	-	400.00
Vault	220.00	220.00	220.00	440.00	~	1,125.00	220.00	220.00
Crem Vase	-	_	308.00	308.00	-	154.00	308.00	308.00
Grave Vase	200.00	100.00	300.00	125.00	75.00	100.00	200.00	125.00
Set Fee	1,700.00	500.00	3,000.00	1,250.00	1,250.00	1,800.00	1,850.00	1,200.00
Niche	-	=	-	-	-	-	-	-
Non-Res	3,000.00	1,500.00	3,000.00	4,500.00	-	3,000.00	1,500.00	4,500.00
Disinter	-	-	~	-	-		-	-
Graveside	1,000.00	500.00	7,000.00	3,000.00	1,000.00	3,000.00	3,500.00	4,500.00
Engraving	-	230.00	892.00	690.00	-	460.00	460.00	690.00
2nd End	-	1,000.00	4,000.00	-		1,500.00	500.00	2,500.00
Handling	100.00	-	-	5,515.00	-	-	-	800.00
Taxes	36.77	28.01	72.47	76.39	6.57	99.23	63.71	57.14
Labor	1,023.23	631.99	1,459.53	1,015.61	293.43	1,376.77	1,068.29	754.86
Total	44,230.00	13,160.00	77,802.00	43,920.00	20,925.00	32,315.00	42,070.00	50,905.00

## A2Cemetery Property Fiscal Year 2021-2022

### FYE 06/30/22

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
Dual Lower -GM	249	248	245	243	241	241	241	240	
Dual Upper -GP	336	336	335	335	332	331	330	329	
Dual/ Single	48	48	47	47	46	46	46	46	
Dual Manager	28	28	28	28	28	28	28	27	
Singles	110	110	107	107	107	107	105	103	

Hexagon Wall Tier 1 Tier 2 Tier 3 Tier 4 Tier 5								
Tier F-1	26	26	26	25	25	25	24	20
Tier F-2	27	27	27	27	27	27	26	26
Tier F-3	27	27	27	27	27	27	27	26
Tier F-4	29	29	28	28	28	28	28	28
Tier F-5	10	10	10	10	10	10	10	10
Grd Crem	19	19	19	17	17	17	16	16
Cenotaph	47	47	47	47	47		47	47
Ossuary	334	334	334	334	334		334	334
Cremation Benches	2	2	2	2	2		2	2