

ACTION ITEMS/DISCUSSION CALENDAR

OATH OF OFFICE

OATH OF OFFICE
(Required by Article XX, Constitution of California)

State of California, }
County of Riverside }^{ss}

I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and Constitution of the State of California; and that I take this obligation freely without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature: _____

Subscribed and sworn to before me

Address: _____

Date

Signature of Authorized Official

Title

**FILE THIS OATH OF OFFICE WITH THE COUNTY CLERK PROMPTLY
BEFORE ENTERING UPON DUTIES OF OFFICE.**

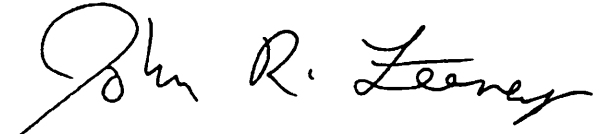
RESIGNATIONS

February 3, 2017

To the Board of Directors of Temecula-Elsinore-Anza-Murrieta Resource Conservation District:

Please accept my resignation as Office Manager of TEAM RCD effective immediately. I will, however, continue in my capacity as Associate Director and Information Technology coordinator for the District.

Sincerely,

A handwritten signature in black ink, reading "John R. Feeney". The signature is written in a cursive style with a large initial "J" and a stylized "F".

John R. Feeney

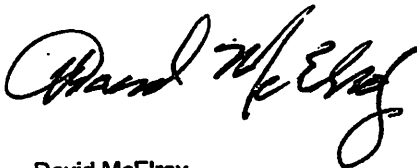
February 9, 2017

TEAMRCD
P.O. Box 2078
Temecula, CA 92593

Dear Board of Directors,

Please accept my resignation as Associate Director with TEAMRCD. I have enjoyed my association with the District and look forward to our future.

Sincerely,

A handwritten signature in black ink, appearing to read "David McElroy". The signature is fluid and cursive, with the first name "David" being more prominent and the last name "McElroy" written in a more compact, flowing style.

David McElroy
150559 Rocking Horse Ct.
Lake Elsinore, CA 92530

STATEMENT OF ECONOMIC INTERESTS

Date Initial Filing Received
Clerk of the Court

COVER PAGE

Please type or print in ink.

NAME OF FILER (LAST) McELROY (FIRST) DAVID (MIDDLE) SCOTT

1. Office, Agency, or Court

Agency Name (Do not use acronyms)

TEMECULA EL SINORE ANZA MURRIETA RESOURCE CONSERVATION DISTRICT
Division, Board, Department, District, if applicable Your Position

► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: TEMRCD Position: ASSOCIATE DIRECTOR

2. Jurisdiction of Office (Check at least one box)

- ☒ State ☐ Judge or Court Commissioner (Statewide Jurisdiction)
- ☐ Multi-County ☐ County of _____
- ☐ City of _____ ☒ Other _____

3. Type of Statement (Check at least one box)

- ☐ Annual: The period covered is January 1, 2016, through December 31, 2016.
-or- The period covered is ____/____/____, through December 31, 2016.
- ☐ Assuming Office: Date assumed ____/____/____
- ☐ Candidate: Election year _____ and office sought, if different than Part 1: _____
- ☒ Leaving Office: Date Left 3/9/17
(Check one)
- ☐ The period covered is January 1, 2016, through the date of leaving office.
- or- ☐ The period covered is ____/____/____, through the date of leaving office.

4. Schedule Summary (must complete) ► Total number of pages including this cover page: 1

Schedules attached

- ☐ Schedule A-1 - Investments - schedule attached ☐ Schedule C - Income, Loans, & Business Positions - schedule attached
- ☐ Schedule A-2 - Investments - schedule attached ☐ Schedule D - Income - Gifts - schedule attached
- ☐ Schedule B - Real Property - schedule attached ☐ Schedule E - Income - Gifts - Travel Payments - schedule attached

-or-

☐ None - No reportable interests on any schedule5. Verification 15059 ROCKING HORSE CT LAKE EL SINORE CA 92530MAILING ADDRESS STREET CITY STATE ZIP CODE
(Business or Agency Address Recommended - Public Document)

DAYTIME TELEPHONE NUMBER

949) 282-8222

E-MAIL ADDRESS

KIMDAY138@GMAIL.COM

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

2-9-17

Date Signed

(month, day, year)

Signature

(File the originally signed statement with your filing official.)

**MOU MISSION RCD AND
NATURE CONSERVANCY
CONTRACT**



Contract Number:	02252017-4381
Accounting Information –	
Project Name:	Santa Rosa Plateau
Project-Award-Activity Number:	P102286
Source of funds:	U.S. Government <input type="checkbox"/> State Government <input type="checkbox"/> Private <input checked="" type="checkbox"/> Private as Gov't Match <input type="checkbox"/>

CONTRACT FOR SERVICES

This Contract is entered into by and between **The Nature Conservancy**, a nonprofit corporation ("TNC"), through the following U.S. office:

TNC Business Unit:	California
Contact:	Zachary Principe
Address:	402 W. Broadway, Suite 1350, San Diego, CA 92101
Telephone:	909.815.2227
Email Address:	zprincipe@tnc.org

and the following person or entity ("**Contractor**"):

Name of Contractor:	TEAM Resource Conservation District
Contact:	Rose Corona
Address:	P.O. Box 2078, Temecula, CA 92593-2078
Telephone:	(909) 208-7848
Email Address:	rose.corona@teamrcd.org

- Services.** Contractor agrees to perform the services described in **Exhibit A**, including any deliverables cited (collectively, the "Services"), in accordance with the terms set forth below and any other exhibits or attachments to this Contract, all of which are incorporated by reference into this Contract. Unless otherwise noted, in the event of a conflict between the terms of **Exhibit A** and any other terms of this Contract, including any other Exhibit, such other terms will control. If any of the Services are to be performed on land that is not owned by Contractor or TNC, Contractor must obtain the landowner's prior permission before entering upon such land. The parties acknowledge that none of the Services are to be performed or delivered outside of the United States.
- Payments.** TNC will compensate Contractor for the Services as follows:
 - Contract Fee.** For all of the Services, TNC will pay Contractor a fee (the "Contract Fee") in accordance with the terms set forth in **Exhibit A**.
 - Expense Reimbursement.** In addition to the Contract Fee, TNC will reimburse Contractor for the expenses authorized in **Exhibit A** to the extent reasonably incurred by Contractor in performing the Services, the total cost of which may not exceed \$1,724.71 (the "Reimbursable Cap") without TNC's prior written consent. Any unused materials or supplies paid for by TNC will remain the property of TNC and must be delivered to TNC at the end of the Contract term.
 - Invoices and Payments.** Requests for payment of the Contract Fee and any authorized reimbursements must be submitted to TNC in the form of an invoice summarizing the work performed and reimbursable expenses incurred during the invoice period. Any expenses authorized for reimbursement by TNC must be: (i) substantiated by proper and adequate documentation (such as receipts), if requested by TNC; (ii) reasonable in amount; and (iii) related to and in furtherance of the Contract purposes. Invoices will be subject to review and approval by TNC. TNC may deny payment if any of the Services are found by TNC to be unsatisfactory, or in the case of payment requests received more than sixty (60) days after the final deadline for completion of the Services. TNC will make all payments by check, subject to TNC's receipt from the Contractor of a properly completed IRS Form W-9.

3. **Contract Commencement, Expiration, and Termination.** Unless otherwise indicated in **Exhibit A**, Contractor must begin performing the Services promptly after this Contract has been signed by both parties and must complete all of the Services no later than October 30, 2017 or, as to specific tasks, such earlier date(s) as may be specified in **Exhibit A** (provided that no work may commence before the later signature date below). Any deadline(s) set forth in **Exhibit A** may be extended only with TNC's prior written consent. This Contract will expire automatically once all the Services have been completed and final payment by TNC has been made. Upon such expiration, the parties will have no further rights or obligations under this Contract, except as otherwise provided below (or in **Exhibit B**, if applicable). TNC may terminate this Contract at any time upon two weeks' notice to Contractor. Should this occur, Contractor must cease all work immediately upon receipt of the termination notice and TNC will pay Contractor for the Services that have been satisfactorily completed, as determined by TNC, as of the termination date.
4. **Independent Contractor; Taxes.** The parties intend this Contract to create an independent contractor-client relationship and Contractor is solely responsible for the conduct and control of the Services and fulfilling its duties and obligations under this Contract. Contractor is not to be considered an agent or employee of TNC for any purpose, and no joint venture or principal-agent relationship exists. Contractor is responsible for complying with the requirements of all applicable tax laws.
5. **Liability and Indemnification.** Contractor acknowledges and agrees that it is performing the Services entirely at its own risk, and agrees to indemnify, defend, and hold TNC and its directors, officers, employees, and agents harmless from and against any and all liabilities, demands, damages, claims, losses, costs, or expenses, including reasonable attorneys' fees, to the extent that they arise out of or result, directly or indirectly, from the negligence, misconduct, breach of warranty, representation, or covenant, or any act or omission by Contractor or any of its employees or agents (including any permitted subcontractors) in performing the Services. Contractor's indemnity and defense obligations under this Contract will survive for a period of three (3) years after the expiration or earlier termination of this Contract with respect to any matters that occurred, or rights that accrued, prior to such expiration or earlier termination.
6. **Compliance with Laws.** Contractor represents, warrants and agrees that (a) Contractor can lawfully work in the United States, (b) Contractor has or will obtain at its expense any required permits or licenses, and (c) Contractor will comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements that may apply to the work performed.
7. **Conflict of Interest Determination.** Contractor represents that to the best of its knowledge the information it has provided on TNC's Conflict of Interest Disclosure Form, now or up to two years prior to the commencement date of this Contract, is true and correct.
8. **Compliance with Anti-Terrorism Laws.** Contractor must not use any funds received under this Contract in violation of any applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
9. **Miscellaneous Terms and Conditions.** Contractor must not, without TNC's prior written consent, which may be withheld in TNC's sole discretion: (a) assign this Contract or subcontract any portion of the Services, or (b) use The Nature Conservancy's name or logo (except to the extent reasonably necessary in order to perform the Services). This Contract and claims relating to this Contract will be interpreted, construed and governed by the laws of the state in which the TNC office set forth in the first paragraph of this Contract is located (excluding such state's choice of law principles, if any). If two or more persons or entities are identified as Contractor in this Contract, their obligations under this Contract are and will be joint and several. Facsimile or scanned signatures on this Contract and any related documents, and digital or electronic signatures where authorized under applicable law, will be fully binding for all purposes under this Contract. This Contract supersedes all prior or contemporaneous communications, both oral and written, and constitutes the entire Contract between the parties relating to the Services. No amendment will be effective unless it is in writing and signed by both parties.

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Budget

Task Description	# of hours	Base Salary	Salary + 40%	Salary Cost	Cost of unit
Pond Turtle Monitoring					
<i>Field Surveys</i>					
Supplies and Permits					\$ 500.00
Travel					\$ 834.40
Staff Time	210	\$ 50.00	\$ 70.00	\$ 14,700.00	
Staff Time	16	\$ 50.00	\$ 70.00	\$ 1,120.00	
Staff Time (field assistant)	39.5	\$ 30.00	\$ 42.00	\$ 1,659.00	
Task Sub-Total				\$ 17,479.00	\$ 1,334.40
Data Management and Analysis					
Staff Time	50	\$ 50.00	\$ 70.00	\$ 3,500.00	
Task Sub-Total				\$ 3,500.00	\$ -
Final Data Report					
Staff Time	75	\$ 50.00	\$ 70.00	\$ 5,250.00	
Task Sub-Total				\$ 5,250.00	\$ -
Administrative Duties					
District Manager	14	\$ 70.00	\$ 98.00	\$ 1,372.00	
Staff Time	10.5	\$ 50.00	\$ 70.00	\$ 735.00	
Task Sub-Total				\$ 2,107.00	\$ -
All Tasks Sub-Total				\$ 28,336.00	\$ 1,334.40
Sub-Total					\$ 29,670.40
MRCO 17.5% Overhead					\$ 5,192.32
Contract Sub-Total					\$ 34,862.72
TEAM RCD Overhead (10%)					\$ 3,486.27
Contract Total					\$ 38,348.99

EXHIBIT A
Description of the Services and Budget

A total of 21 trapping sessions of western pond turtles (*Actinemys marmorata pallida*) on the Santa Rosa Plateau Ecological Reserve (SRPER) will be completed between April 1, 2017 and July 31, 2017. Each trapping session will be one or two days in duration.

A database of all collected trapping data will be developed by August 15, 2017. The data collected will include turtle identification number, sex, weight, length, width and capture location.

The data will be summarized and analyzed by September 30, 2017. Population size, structure and demography estimates will be calculated and compared to previous estimates.

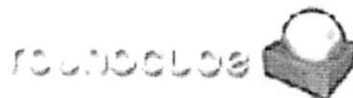
A final report with the data results will be completed by October 15, 2017.

Timeline

Deliverable	Due Date
21 Trapping Sessions	July 31, 2017
Data entered into database	August 15, 2017
Data summarized and analyzed	September 30, 2017
Final Report	October 15, 2017

RCA MOU

Subject: **RE: Adeline Farms and Greer Ranch reports**
From: Correa, Laurie <LDCORREA@wrcrca.org>
To: Rose Corona <rose.corona@teamrcd.org>
Date: 2016-11-08 10:25



Rose,

I apologize for the delay responding. I wanted to review the monitoring reports you provided against the BO measures and the conservation easement language. I'd like to offer a few suggestions for future monitoring and reporting.

Greer Ranch:

1. The APNs listed in the various documents are outdated. The reports should include the current APNs and underlying ownership (Grantor).
2. The BO and CE restrict public access to the existing emergency fire road described as in the northwest portion of the easement area. I assume the reference is to "Evangel Road" which runs east/west the entire length of the easement from the end of Ice Plant to the end of Orchard Tree. There appears to be concern with securing the area from off road use which we can work with you on given our adjacent ownership and similar problems. I recommend future reports list allowed public access, if there are issues unauthorized access and measures taken to prevent.
3. The photo points appear limited to the lower and riparian areas. I recommend future photo points also include photos of the northern area off the Evangel.
4. The BO and CE require that the Grantor install and maintain signs at the conservation area boundaries. If those signs exist photos should be included. If they don't the BOA should install them.

Adeline Farms

1. Include current APN, Grantor ownership and document # of recorded CE.
2. The CE describes a 4.2 acre mitigation area 28" wide along the channel bottom although the legal description is for the entire lot (21.42 ac). Flood appears to be allowed to mow the balance to 1' but hasn't done so according to the photos.
3. List allowed public access, if any.

I'm comfortable proceeding with these two sites under the management MOU.

Thanks,
Laurie

-----Original Message-----

From: Rose Corona [mailto:rose.corona@teamrcd.org]
Sent: Wednesday, November 02, 2016 10:03 AM
To: Correa, Laurie <LDCORREA@wrcrca.org>
Subject: Adeline Farms and Greer Ranch reports

Laurie,

Here are the reports from last year for the F&W reports that are due.
This company was the one that did the reporting all the years before.

Rose Corona

Subject: **TEAM RCD MOU**
From: Correa, Laurie <LDCORREA@wrcrca.org>
To: Rose Corona <rose.corona@teamrcd.org>
Cc: Ward Simmons <Ward.Simmons@bbklaw.com>, Cushman, Melissa <MCushman@co.riverside.ca.us>
Date: 2016-11-08 16:46



- TEAM RCD_MOU_APNS_2016 rev.xlsx (14 KB)
- Greer_Ranch_PQP.pdf (795 KB)
- Adeline_Farms_PQP.pdf (787 KB)
- Greer_Ranch.pdf (813 KB)

Rose,

One last email today, sorry for sending so many in one day! Attached is the final parcel list and figures for the MOU. As we discussed, the Clinton Keith parcels were not included because you indicated you had no obligation to manage and there is a possibility they may be sold. We've created exhibits for the parcels that will be included. The parcel list isn't an MOU exhibit, but I thought you'd all want to see it.

Assuming there are no changes to the MOU I'll insert the exhibits and have Charlie sign.

Thanks,

Laurie

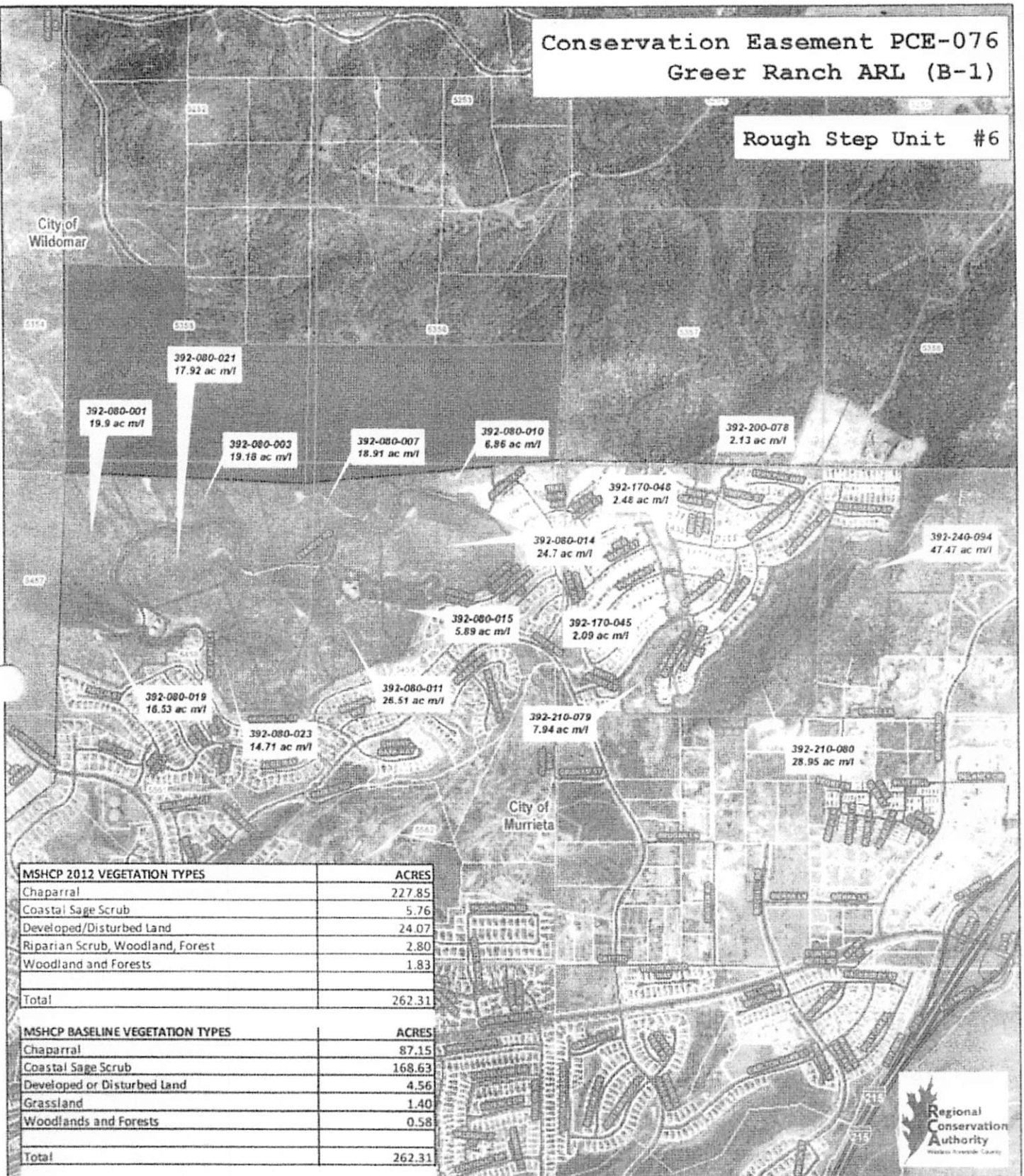


Laurie Dobson Correa
Director of Reserve Management and Monitoring
Western Riverside County
Regional Conservation Authority
3403 10th St, Ste 320
Riverside, CA 92501-3627
ldcorrea@wrcrca.org
(951) 955-8805

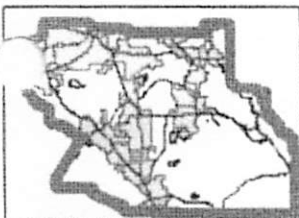
	A	B	C	D	E	F	G	H
1			TEAM RCD				11/8/2016	
2			MOU PQP FEE PROPERTIES AND CE'S					
3								
4	APN	ACRES	ASSESSEE	TYPE	BUCKET	EXISTING OR PROPOSED	REFERENCE	PARCEL
5								
6	392090013	9.79	City of Murrieta	CE	PQP CE	P	Greer Ranch	isolated drainage
7	964030013	21.42	Riverside County Flood Control	CE	PQP CE	P	Adeline Farms permit mitigation (TR29214)	outside cell
9		31.21	TOTAL PQP ACRES				31.21	
10								
11			MOU ARL FEE PROPERTIES AND CE'S					
12								
13	392080001	19.90	Lennar Greer Ranch Venture	CE	ARL CE	P	Greer Ranch	
14	392080003	19.18	Lennar Greer Ranch Venture	CE	ARL CE	P	Greer Ranch	
15	392080007	18.91	Lennar Greer Ranch Venture	CE	ARL CE	P	Greer Ranch	
16	392080010	6.86	Lennar Greer Ranch Venture	CE	ARL CE	P	Greer Ranch	
17	392080011	26.51	Lennar Greer Ranch Venture	CE	ARL CE	P	Greer Ranch	
18	392080014	24.70	Lennar Greer Ranch Venture	CE	ARL CE	P	Greer Ranch	
19	392080015	5.89	Lennar Greer Ranch Venture	CE	ARL CE	P	Greer Ranch	
20	392080019	16.53	Lennar Greer Ranch Venture	CE	ARL CE	P	Greer Ranch	
21	392080021	17.92	Lennar Greer Ranch Venture	CE	ARL CE	P	Greer Ranch	
22	392080023	14.71	Lennar Greer Ranch Venture	CE	ARL CE	P	Greer Ranch	
23	392170045	2.09	Lennar Greer Ranch Venture	CE	ARL CE	P	Greer Ranch	
24	392170048	2.48	Lennar Greer Ranch Venture	CE	ARL CE	P	Greer Ranch	
25	392200078	2.13	Lennar Greer Ranch Venture	CE	ARL CE	P	Greer Ranch	
26	392210079	7.94	Lennar Greer Ranch Venture	CE	ARL CE	P	Greer Ranch	
27	392210080	28.95	Lennar Greer Ranch Venture	CE	ARL CE	P	Greer Ranch	
28	392240094	47.47	Lennar Greer Ranch Venture	CE	ARL CE	P	Greer Ranch	por. outside cell*
29								
30		262.17	TOTAL ARL ACRES				262.17	
31								
32			TOTAL				293.38	
33								
34	*Wildlife Agencies agreed the portion outside of cells can count as ARL on 9-15-16 if site management confirm. TEAM RCD provided 2015 annual report.							
35	HOA provides primary management via access control and clean up							
36								
37								
38								
39								

Conservation Easement PCE-076 Greer Ranch ARL (B-1)

Rough Step Unit #6



November 8, 2016



RC00000000

- Project Site
- RCA / MSHCP Conserved Lands
- Public/Quasi-Public Conserved Lands
- RCA / MSHCP Conservation Easements
- Criteria Cells
- Cities

0 1,600 Feet



Detail Number	PCE-076
Acres	262.17 Acres approx.
Record Date	3/27/2009
Project Name	Lennar Greer Ranch
Source of Funding	Donation
Area Plan	Southwest
Management Unit	Menifee
GIS Project-ID	PCE-076
JPR	

Conservation Easement PCE-078 Adeline Farms PQP (A-2)

Rough Step Unit #6

964-030-013
21.42 ac m/l

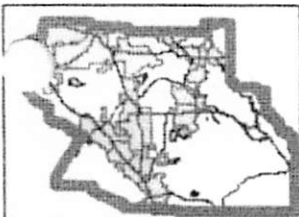
MSHCP 2012 VEGETATION TYPES

	ACRES
Developed/Disturbed Land	21.43
Total	21.43

MSHCP BASELINE VEGETATION TYPES

	ACRES
Agricultural Land	21.43
Total	21.43

November 8, 2016



RC00000000

- Project Site
- RCA / MSHCP Conserved Lands
- Public/Quasi-Public Conserved Lands
- RCA / MSHCP Conservation Easements
- Criteria Cells
- Cities

0 1 2 Feet

Detail Number PCE-078
Acres 21.42 Acres approx.
Record Date 2/5/2010
Project Name Adeline Farms Mitigation
Source of Funding Donation
Area Plan Southwest
Management Unit Menifee
GIS Project-ID PCE-078
JPR



Conservation Easement PCE-076 Greer Ranch PQP (A-1)

Rough Step Unit #6

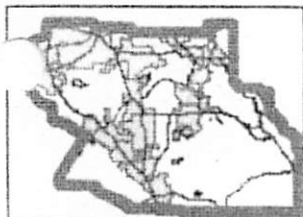
City of
Wildomar

City of
Murrieta

392-090-013
9.79 ac m/l

MSHCP 2012 VEGETATION TYPES		ACRES
Agricultural Land		0.26
Developed/Disturbed Land		3.23
Riparian Scrub, Woodland, Forest		1.77
Woodland and Forests		4.52
Total		9.79
MSHCP BASELINE VEGETATION TYPES		ACRES
Chaparral		5.38
Coastal Sage Scrub		3.87
Developed or Disturbed Land		0.54
Total		9.79

November 8, 2016



RC00000000

- Project Site
- RCA / MSHCP Conserved Lands
- Public/Quasi-Public Conserved Lands
- RCA / MSHCP Conservation Easements
- Criteria Cells
- Cities

0 1,600 Feet

Detail Number PCE-076
Acres 9.79 Acres approx.
Record Date 3/27/2009
Project Name Lennar Greer Ranch PQP CE
Source of Funding Donation
Area Plan Southwest
Management Unit Meniffee
GIS Project-ID PCE-076
JPR



Subject: **FW: Adeline Farms and Greer Ranch reports**
From: Correa, Laurie <LDCORREA@wrcrca.org>
To: Rose Corona <rose.corona@teamrcd.org>
Date: 2016-11-08 16:33



- S009-Summerhill_2014-2015_AnnualWorkPlan.pdf (1.4 MB)
- S009-Summerhill_2014-2015_AnnualReport.pdf (2.0 MB)

Rose,

Attached are an annual work plan and annual report for a conservation area in Lake Elsinore that's similar to Greer Ranch in that it was conserved through a Biological Opinion and is adjacent to a residential development. The site is smaller and less permissive on fuel modification (or any maintenance activities) and recreation, but will at least give you an idea what other reporting looks like.

Thanks,
Laurie

-----Original Message-----

From: Correa, Laurie
Sent: Tuesday, November 08, 2016 10:25 AM
To: 'Rose Corona' <rose.corona@teamrcd.org>
Subject: RE: Adeline Farms and Greer Ranch reports

Rose,

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Adeline Farms

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Sent: Wednesday, November 02, 2016 10:03 AM
To: Correa, Laurie <LDCORREA@wrcrca.org>
Subject: Adeline Farms and Greer Ranch reports

Laurie,

Here are the reports from last year for the F&W reports that are due.
This company was the one that did the reporting all the years before.

Rose Corona

ANNUAL WORK PLAN FOR THE FISCAL YEAR 2014-2015
(October 2014 - September 2015)

ON THE
SUMMERHILL PRESERVE
(S009)



Provided to

**United States Fish and
Wildlife Service**
Karin Cleary-Rose,
Karin_Cleary-Rose@fws.gov

**California Department of
Fish and Wildlife**
Eddy Konno,
Eddy.Konno@wildlife.ca.gov
Heather Pert, Heather.
Pert@wildlife.ca.gov

**Western Riverside County
Regional Conservation
Authority**
Laurie Dobson-Correa
LDCORREA@wrcra.org

Prepared by



Center for Natural Lands Management

Prepared by: Joseph Sherrock, Assistant Preserve Manager, jsherrock@cnlm.org
Kim Klementowski, Preserve Manager, kklementowski@cnlm.org
Reviewed by: Lee Ann Carranza, Regional Preserve Manager, lcarranza@cnlm.org
27258 Via Industria, Suite B
Temecula, CA 92590
(760) 731-7790 phone
www.cnlm.org

September 18, 2014

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I. Introduction

The Summerhill Preserve (Preserve) was established in 2000 in conjunction with incidental take permits issued by the United States Fish and Wildlife Service (USFWS) to Elsinore 98, I.L.C., and Lusk Elsinore, Inc., in association with the loss of habitat for the federal threatened coastal California gnatcatcher (*Poliophtila californica californica*) (CAGN). The Preserve is located immediately northeast of the interchange of I-15 and Railroad Canyon Road in Lake Elsinore, Riverside County, California (Figures 1 and 2, Appendix A). The Preserve consists of four parcels conserved with a variety of instruments and with a collective area of approximately 113.5 acres. Parcel C is 29 acres and is owned and managed by the Center for Natural Lands Management (CNLM). Parcels D and E (approximately four acres) are owned by the City of Lake Elsinore, managed by CNLM, and have a Conservation Easement (CE) held by CNLM (CNLM and City of Lake Elsinore 2001). The remaining 80-acre parcel is owned by the Western Riverside Regional Conservation Authority (RCA) and is managed by CNLM. There is a CE recorded on the southern 28-acres of this undivided 80-acre parcel and was granted in favor of CNLM (CNLM et al 2001). The remaining 52 acres of the 80-acre parcel has no CE or recorded deed restrictions, but the property is funded for management as part of the Preserve.

The vegetation supported on the Preserve primarily consists of mature, high quality Riversidian sage scrub intermixed with native forbs, with some small areas of disturbed habitat that are dominated by nonnative plant species. Adjacent lands include similar habitat to the north and west, a closed and capped landfill to the northwest, and single-family residential developments to the south and east. There is a buffer of deed-restricted, privately-owned land between the housing developments and portions of the Preserve boundaries (Elsinore 98, I.L.C. 2000).

The purpose of this annual work plan is to identify the tasks required to complete the management and monitoring activities for the upcoming fiscal year (FY). The FY encompasses the period from October 1, 2014 through September 30, 2015. All activities that require a permit will be performed by CNLM staff or contractor who has the appropriate permit.

The primary management objectives for the Preserve as outlined in the draft management plan are:

1. Maintain the number of acres of suitable habitat for CAGN.
2. Minimize the abundance and cover of non-native vegetation while promoting the cover of native plant species.
3. Monitor the biological and physical conditions on the preserve as a means for assessing the success of management actions toward reaching objectives 1 and 2.
4. Support and encourage ecological research that enhances the knowledge required to reach objectives 1-3.
5. Increase awareness and build a supportive constituency for the preserve within the communities adjacent to the property.

The goals to be achieved in FY 2014-2015 toward reaching the objectives listed above are:

- Conduct annual compliance monitoring for violations to the terms of the CEs and deed restrictions
- Monitor the cover of native and nonnative vegetation communities
- Control nonnative invasive plants
- Conduct winter bird surveys
- Maintain perimeter fencing to prevent unauthorized recreational activities on the Preserve
- Maintain relationships with residents of the surrounding developments and with the City of Lake Elsinore and the RCA
- Maintain communications with the governmental wildlife agencies
- Prepare annual work plans for USFWS, California Department of Fish and Wildlife (CDFW) and the RCA
- Prepare an annual report of biological conditions and management activities for USFWS, CDFW and the RCA

II. Capital Improvements

The most serious imminent threat to the Preserve is from off-highway vehicles (OHV). Fences surround the majority of the Preserve, however there continues to be multiple occasions of fences being cut or torn down particularly on the western boundary where an excess of OHV recreation occurs on the adjacent non-conserved parcel. Existing fences and gates will be repaired and maintained as needed to keep vehicles and bicycles out of the habitat. New fencing may be installed if deemed necessary.

III. Biological Surveys

A. Coastal California gnatcatcher monitoring

In the past, monitoring for CAGN has been performed every two years and was last conducted in FY 2012-2013. This FY would have been scheduled to perform CAGN surveys, however, given that the breeding population remains consistent and robust (n=7-11 pairs since 2006) these surveys will now be conducted every three years with the next survey being conducted in FY 2015-2016. The change of survey schedule and effort will also allow for better coordination with broader regional monitoring methods currently being developed by USFWS. Time will instead be spent on habitat management to maintain and increase suitable habitat acres for CAGN.

B. Winter bird surveys

Winter bird surveys will be conducted by point count method at least once during the year. All other birds observed on-site throughout the year will be documented and recorded to the cumulative species list maintained by CNLM.

C. Vegetation monitoring

All of the preserves managed by CNLM in Western Riverside County have 100-meter transects randomly placed in the sage scrub at a density of one per 10 acres of sage scrub. The objective is to monitor species composition and evaluate the presence of nonnative invasive plants. Data collected includes, but may not be limited to, ground cover, species as hit by point-intercept, height of shrub or trees hit, and additional species detected within a 4-meter belt transect. Data are collected on a subset of transects every year, so that each transect is monitored every three years. A subset of transects are scheduled to be monitored this FY.

IV. Habitat Maintenance and Restoration

Most of the Preserve supports high quality sage scrub and is intermixed with patches of native forbs and nonnative grasses and mustards. There will be a special focus within the southern half of the Preserve where Sahara mustard (*Brassica tournefortii*) was discovered in 2009. This area will be treated with herbicide prior to the bolting stage. After the plants have started to flower but prior to seeding, the area may be hand-pulled or weed-whacked. A few other small patches that are infested with summer mustard (*Hirschfeldia incana*) or nonnative grasses may also receive treatments of herbicide and/or manual/mechanical control activities.

V. Conservation Easement Compliance

One formal CE compliance monitoring visit will be conducted during FY 2014-2015. Photos will be taken at permanent photo points described in the CE baseline documents and any additional points as determined by staff. Any observed violations to the terms of the CE or the deed restriction will be documented and photographed. Violations of the CE will be brought to the attention of the landowner and a resolution will be sought. CNLM does not enforce the terms of the deed restriction, as such any observed violations of the deed restriction will be brought to the attention of the landowner and they will be directed to USFWS for further action. CNLM will also continually look for and document violations while on-site conducting management and monitoring activities.

VI. Public Services and General Maintenance

The Preserve will be visited at least once per month to assess the integrity of fences, signs and gates to ensure no illegal recreational activities have occurred. Trash will be collected from the Preserve during these patrols. These visits will be in addition to the visits made during biological monitoring and management activities. Visits will also include time for discussion with Preserve users, neighbors, and owners. If potential CE violations are discovered, CNLM staff will document and communicate with property owners towards resolving the problems.

VII. Reporting

In early FY 2014-2015, an annual report will be drafted and submitted to the USFWS, CDFW and RCA detailing the results of management and monitoring activities that occurred during FY 2013-2014. In late FY 2014-2015, an annual work plan for FY 2015-2016 will be drafted and submitted to USFWS, CDFW and RCA. The work plan will be based upon the draft management plan (2006) and experiences gained during the previous year's management.

VIII. Operations

All monitoring and management activities are performed or overseen by the Western Riverside County Preserve Manager, Kim Klementowski, unless otherwise noted. Western Riverside staff includes an Assistant Preserve Manager, Joseph Sherrock, who will assist in performing monitoring and management activities. Ms. Klementowski will supervise contractors and researchers that require access to the Preserve. Preserve reports and plans are reviewed by the Orange and Riverside Counties Regional Preserve Manager, Lee Ann Carranza. Additional support will be provided as needed by the Director of Conservation Science and Stewardship, Dr. Deborah Rogers. During FY 2014-2015, professional development will include attendance at the California Invasive Plant Council Symposium in order for Ms. Klementowski to complete required continuing education credits for Qualified Applicator's License under the Department of Pesticide Regulation.

IX. Office Maintenance

Preserve Management will maintain offices in an organized manner and within proximity to the Preserve to facilitate maximum efficiency. Office maintenance activities include, but are not limited to, communications with CNLM Headquarters, maintenance of CNLM fleet vehicle and equipment, and document and data management.

X. Schedule of Activities

Task	Oct to Dec 2014	Jan to Mar 2015	Apr to Jun 2015	Jul to Sept 2015
Fencing/Signage	X	X	X	X
Winter Bird Survey	X	X		
Vegetation Surveys		X	X	
Invasive Plant Surveys and Control		X	X	
Patrolling	X	X	X	X
CE Compliance Monitoring	X	X	X	X
Plans/Reports	X			X

XI. References

CNLM. 2006. Management Plan for the Summerhill Preserve, draft. April, 2006.

CNLM and City of Lake Elsinore. 2001. Perpetual Conservation Easement Grant. Instrument No. 2001-003038, Recorded in the County of Riverside on January 3, 2001.

CNLM; Elsinore 98, LLC; and Lusk Elsinore, Inc. 2001. Perpetual Conservation Easement Grant. Instrument No. 2001-003039, Recorded in the County of Riverside on January 3, 2001.

Elsinore 98, LLC. 2000. Declaration of Restrictions Document No. 2000-519220, Recorded in the County of Riverside on December 29, 2000.

U.S. Fish and Wildlife Service. 2000. Formal Section 7 Consultation on Lusk Elsinore Development, Lake Elsinore, Riverside County (1-6-00-XF – 770.2).

XII. Appendix A: Figures

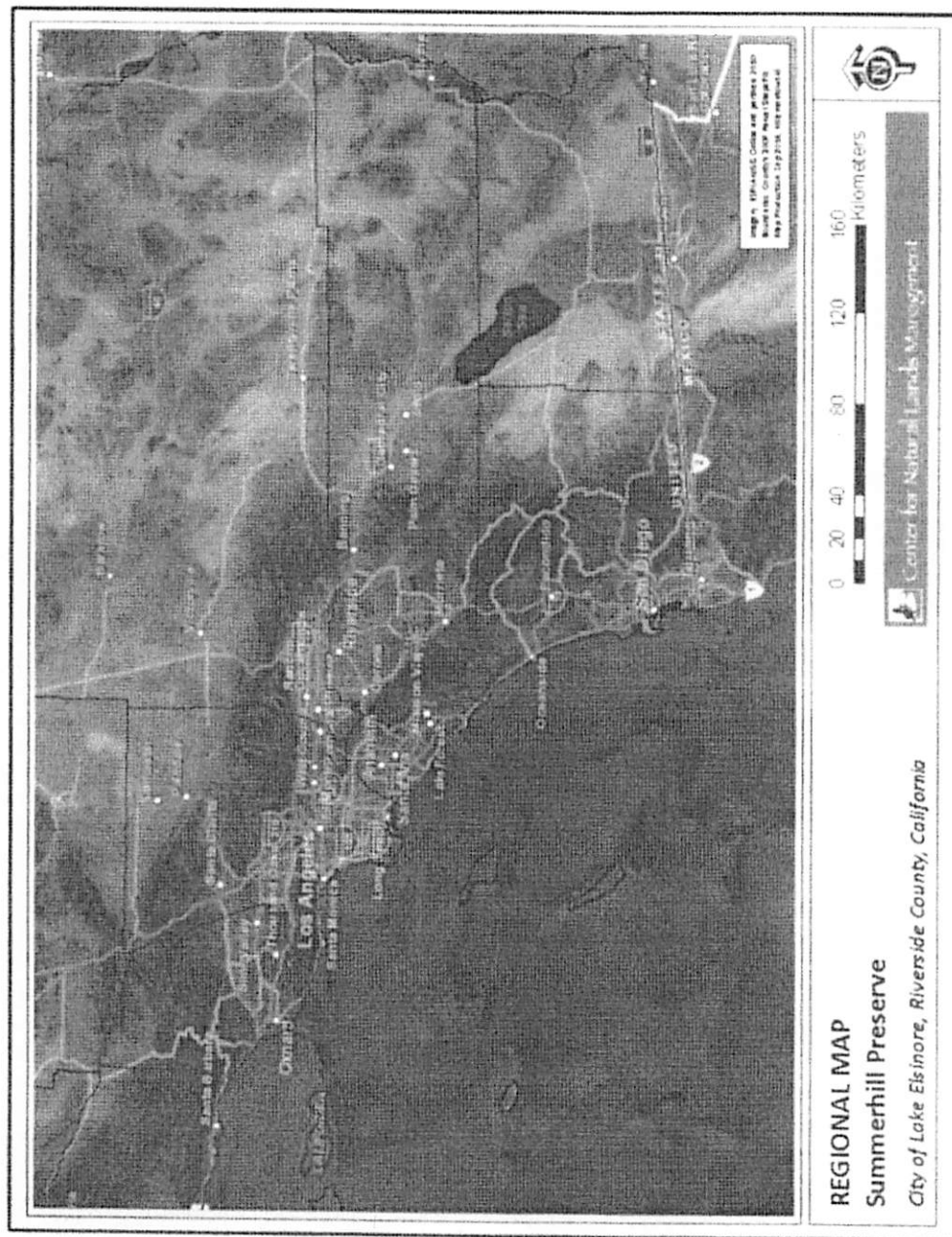


Figure 1. Regional map showing location of Preserve

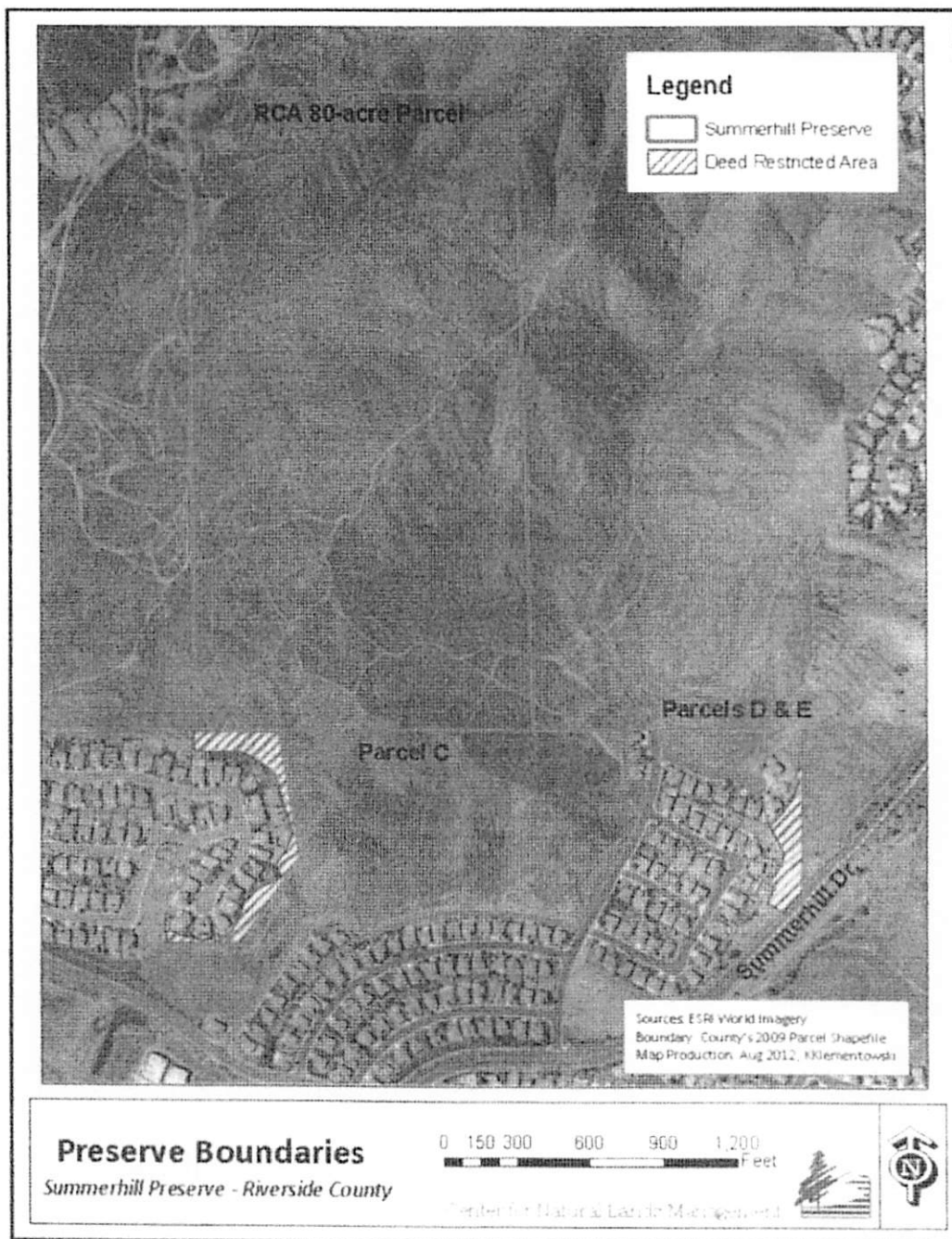


Figure 2. Map of Preserve boundaries

Summerhill Preserve (S009)
Annual Report for the Fiscal Year 2014-2015
(October 2014 - September 2015)



Provided to

**United States Fish and
Wildlife Service**
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Rose@fws.gov

**California Department of Fish
and Wildlife**
Eddy Konno,
Eddy.Konno@wildlife.ca.gov
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**Western Riverside County
Regional Conservation
Authority**
Laurie Dobson-Correa
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**Center for Natural
Lands Management**

Prepared by: Kim Klementowski, Preserve Manager, kklementowski@cnlm.org
Reviewed by: Deborah Rogers, Director of Conservation Science and Stewardship, drogers@cnlm.org

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Temecula, CA 92590
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December 16, 2015

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Summary

- Conservation Easement compliance monitoring was conducted
- Mechanical treatments were applied to mustard and thistle populations
- A portion of the third dataset of the long-term vegetation transects were monitored
- CNLM complied with the City of Lake Elsinore Weed Abatement Notices
- Barbed wire fences were repaired as needed
- The FY 2015-2016 Work Plan was prepared
- The FY 2013-2014 Annual Report was prepared

I. Introduction

The Summerhill Preserve (Preserve) was established in 2000 in conjunction with incidental take permits issued by the United States Fish and Wildlife Service (USFWS) to Elsinore 98, LLC, and Lusk Elsinore, Inc., in association with the loss of habitat for the federal threatened coastal California gnatcatcher (*Polioptila californica californica*) (CAGN) (USFWS 2000). The Preserve is located immediately northeast of the interchange of I-15 and Railroad Canyon Road in Lake Elsinore, Riverside County, California (Section V, Figures 1 and 2). The Preserve consists of four parcels conserved with a variety of instruments and with a collective area of approximately 113.5 acres. Parcel C is 29 acres and is owned and managed by the Center for Natural Lands Management (CNLM). Parcels D and E (approximately four acres) are owned by the City of Lake Elsinore, managed by CNLM and have a Conservation Easement (CE) held by CNLM (CNLM and City of Lake Elsinore 2001). The fourth parcel is 80 acres owned by the Riverside County Regional Conservation Authority (RCA), managed by CNLM, and has a partial CE on the southern 28 acres of the parcel granted in favor of CNLM (CNLM et al 2001).

The vegetation on the Preserve primarily consists of mature, high quality Riversidian sage scrub, with some small areas of disturbed habitat that are dominated by nonnative plant species. Adjacent lands include similar habitat to the north, west, and east, a closed and capped landfill to the northwest, and single-family home residential developments to the south and east. There is a buffer of deed-restricted, privately owned land between the housing developments and some of the Preserve to which CNLM does not manage or enforce against as part of the Preserve.

This annual report documents CNLM's management activities conducted from October 1, 2014 through September 30, 2015. These activities are based on guidelines for goals and objectives set forth in the Summerhill Five Year Management Plan (CNLM 2006) and the Annual Work Plan for FY 2014-2015 on the Summerhill Preserve (CNLM 2014). The Management Plan includes management activities that CNLM staff have deemed appropriate to protect and maintain the natural resources in perpetuity.

The specific objectives for management of the Summerhill Preserve include (CNLM 2006):

- 1) Maintain the number of acres of suitable habitat for CAGN.
- 2) Minimize the abundance and cover of non-native vegetation while promoting the cover of native plant species.
- 3) Monitor the biological and physical conditions on the preserve as a means for assessing the success of management actions toward reaching objectives 1 and 2.
- 4) Support and encourage ecological research that enhances the knowledge required to reach objectives 1-3.

II. Conservation Easement Compliance Monitoring

The objective of the CE is to ensure that the Preserve will be protected in a natural open space condition in perpetuity for conservation of CAGN habitat, coastal sage scrub habitat, and other rare species (CNLM et al 2001; CNLM and City of Lake Elsinore 2001). Compliance monitoring was informally conducted throughout the year while on-site performing other management and monitoring activities and formally conducted on August 4, 2015. Pictures were taken at each long-term photo monitoring points and current conditions were documented. No violations were observed within the City CE. With the exception of a broken fence that was promptly repaired, no violations were observed within the RCA partial 28-acre CE (formerly the Elsinore 98, LLC partial 28-acre CE). Although there is no CE over the northern portion of the RCA-owned parcel or on the 29-acre CNLM-owned parcel, pictures were still taken at long-term monitoring points and conditions were documented. With the exception of a broken fence that was promptly repaired, no violations were observed during this compliance monitoring.

III. Management Activities

A. Biotic surveys

1. Vegetation community monitoring

All of the preserves managed by CNLM in Western Riverside County have permanent 100-meter transects randomly placed in the sage scrub at a density of one per 10 acres of sage scrub. The long-term objective is to monitor species composition and evaluate the presence of nonnative invasive plants. Data collected includes, but may not be limited to, ground cover and species as hit by point-intercept, height of shrub or trees hit, and additional species detected within a 4-meter belt transect. Baseline data were collected on all 11 point-intercept transects in 2006. Subsequent datasets are collected on a subset of transects every year, so that each transect is monitored every three years. The first subset of transects of the fourth dataset were monitored this fiscal year.

2. Coastal cactus wren

A pair of coastal cactus wren (CACW) was observed on the Preserve in spring of 2012. One CACW was observed on the Preserve in FY 2012-2013, but no bands were observed. No CACW were observed in FY 2013-2014. Biologists with the Multiple Species Habitat Conservation Plan visited the Preserve on March 6, 2015, but did not observe any CACW.

B. Habitat maintenance

The fourth year of below average rainfall resulted in limited growth of nonnative invasive forbs and grasses. No treatments were performed on nonnative grasses. Occurrences of Sahara mustard (*Brassica tournefortii*), summer mustard (*Hirschfeldia incana*), and Russian thistle (*Salsola tragus*) were found within the Preserve and were treated by herbicide (1.5% Makaze®, a glyphosate product) prior to plants bolting. Once plants began bolting and flowering, plants were hand-pulled (Section V, Figure 3).

C. Public service and communications

1. Patrol

Regular patrols of the Preserve were conducted at least once a month to reduce the incidence of illegal trespass, fix fences as needed, and remove trash. The Preserve allows for public access on established trails by pedestrians only. There continues to be a few incidents each year of illegal trespass by off-highway vehicles (OHV). OHV's frequently ride recreationally on the properties to the north and west of the Preserve, which is typically where the illegal trespass occurs.

2. Weed Abatement Notice

On March 11, 2015, CNLM received a Notice for Weed Abatement from the City of Lake Elsinore (City). The Notice requested that weeds, rubbish, refuse, and dirt be destroyed or removed from the property. However, the Notice noted that habitat areas were generally exempt from weed cutting or removal (Appendix C). Shortly after receiving the Notice, a visit was made to the preserve by CNLM staff to ensure all rubbish and waste material, combustible or otherwise was absent from the preserve.

D. Site Construction

No new fencing was installed in FY 2014-2015. Existing fencing and gates were maintained and repaired as needed, with special attention paid to the northwest corner and western boundary where most of the vandalism occurs (Section V, Figure 3). Previously installed CE and habitat boundary signs were maintained as needed. In August 2015, a small educational kiosk was built off-site then installed next to the pedestrian access entrance of the Preserve. Educational materials were posted, including information on sensitive habitats, CAGN, and other sensitive species found on the Preserve.

IV. References

Barr, Kelly R, Amy G. Vandergast, and Barbara E. Kus. 2013. Genetic Structure in the Cactus Wren in Coastal Southern California. Data Summary Report prepared for CDFW.

CNLM. 2006. Management Plan for the Summerhill Preserve, draft. April, 2006.

CNLM. 2013. Annual Report for the Fiscal Year 2011-2012 on the Summerhill Preserve. December 2012.

CNLM. 2014. Annual Work Plan for the Fiscal Year 2014-2015 on the Summerhill Preserve. October 2014.

CNLM and City of Lake Elsinore. 2001. Perpetual Conservation Easement Grant. Instrument No. 2001-003038, Recorded in the County of Riverside on January 3, 2001.

CNLM; Elsinore 98, LLC; and Lusk Elsinore, Inc. 2001. Perpetual Conservation Easement Grant. Instrument No. 2001-003039, Recorded in the County of Riverside on January 3, 2001.

United States Fish and Wildlife Service. 2000. Formal Section 7 Consultation on Lusk Elsinore Development, Lake Elsinore, Riverside County (1-6-00-XF – 770.2).

V. Appendices
Appendix A: Figures

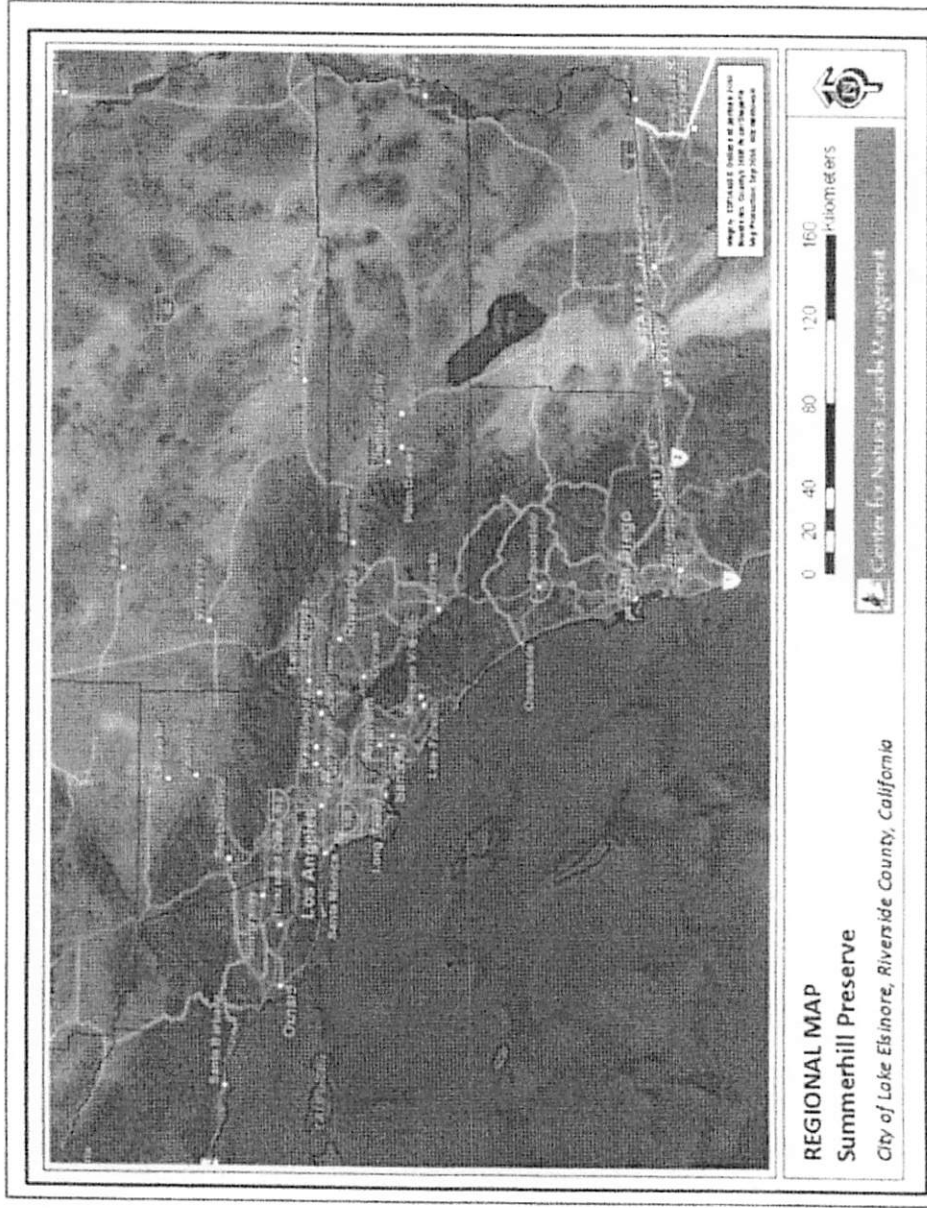


Figure 1. Regional location of Summerhill Preserve

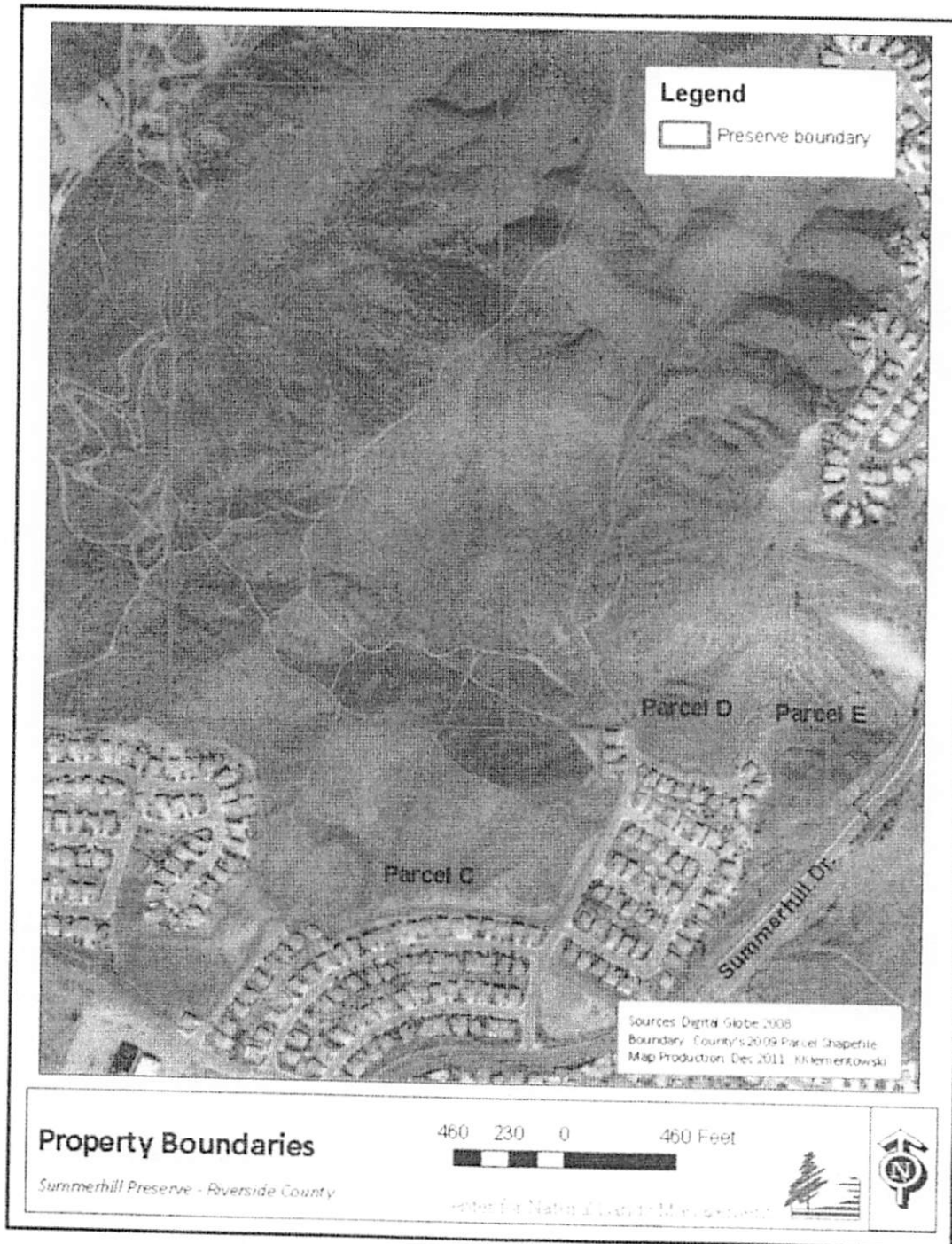


Figure 2. Summerhill Property Boundaries

Appendix B: Weed Abatement Notice



Weed Abatement Program
130 S. Main Street
Lake Elsinore, CA 92530
INFO (951) 874-3124 Ext. 245
FAX (951) 874-8781

February 23, 2015

CENTER FOR NATL LAND MANGEMENT
27258 VIA INDUSTRIA STE B
TEMECULA, CA, 92590

In Reference To Assessor's Parcel No.:
383580010-1 - **5009**

**** SEE REVERSE SIDE FOR NOTICE TO DESTROY WEEDS AND REMOVE
RUBBISH, REFUSE AND DIRT ****

THIS IS THE ONLY NOTIFICATION YOU WILL RECEIVE

Beginning May 4, 2015, the Public Works Department will be conducting the City's annual weed abatement inspections on your property identified by the above Assessor's Parcel Number. This annual inspection is part of the City's continuing efforts to alleviate potentially dangerous fire conditions in the community in accordance with the City's Weed Abatement Program Guidelines. This inspection will determine if there is a need to destroy weeds and remove rubbish, refuse and dirt from your property.

Please carefully review the enclosed Notice. The City is requesting responsible owners to alleviate these potentially hazardous conditions and maintain their property throughout the year. Beginning May 4, 2015, property not maintained in accordance with the City's Weed Abatement Program Guidelines and Chapter 8.32 of the City Municipal Code will be cleared by the City without further notice. The charges for clearing will be assessed as follows: \$0.02 per square foot and a \$306 administrative fee.

Property owners objecting to the abatement requirements to destroy weeds and remove rubbish, refuse and unpermitted dirt piles on their property are requested to attend the regular meeting of the Lake Elsinore City Council on April 14, 2015 at 7:00 p.m. located at the Lake Elsinore Cultural Center 183 N. Main Street, in the City of Lake Elsinore. Any objections will be heard and given due consideration by the City Council.

For further information, please call the Weed Abatement Program administrator at (951) 874-3124 Ext. 245, Monday through Friday between the hours of 8 a.m. and 4:30 p.m. Please provide your Assessor's Parcel Number when calling; it is located in the upper right corner of this letter.

Sincerely,
Nicole McCalmont
Sr. Engineering Technician



NOTICE TO REMOVE RUBBISH, REFUSE & DIRT (HABITAT AREAS)

Notice is hereby given that on the 10th day of February, 2015 the Lake Eschmoro City Council approved a Resolution declaring that noxious or dangerous weeds, rubbish, refuse and unpermitted dirt piles upon or in front of property within the City of Lake Eschmoro constitute a public nuisance. The purpose of this notice is to inform you of the general abatement requirements for properties within designated habitat areas, the deadline for abatement to be completed, and the City's intent to abate such nuisances if you fail to act.

This is your first and final notice. Property owners are responsible for abating nuisances conditions on their property on or before May 4, 2015. Otherwise, the City will assess the cost of clearing (billed at \$0.02 per square foot) plus an administrative fee of \$150.

WHAT YOU MUST DO: The City's Weed Abatement Program Guidelines generally require the following:

- Remove all rubbish, trash, trimmings, litter, tires, and combustibles waste material.
- Remove dead palm fronds and dead and overgrown branches within eight (8) feet off the ground.
- Habitat areas are exempt from requirements for weed cutting or removal.

NOTE: FOR FURTHER INFORMATION, OR TO OBTAIN A COPY OF THE CITY'S WEED ABATEMENT GUIDELINES, OR IF YOU HAVE SPECIAL CLEAN-UP PROBLEMS, PLEASE CONTACT THE CITY'S WEED ABATEMENT ADMINISTRATOR PRIOR TO MAY 4, 2015 AT 951-674-3124 EXT. 245. FOR FASTER SERVICE, PLEASE PROVIDE YOUR PROPERTY'S ASSessor PARCEL NUMBER LOCATED IN THE UPPER RIGHT CORNER OF THE COVER LETTER INCLUDED WITH THIS NOTICE.

Property owners objecting to the abatement requirements for removal of weeds, rubbish, refuse and unpermitted dirt piles on their property are notified to attend the regular meeting of the Lake Eschmoro City Council on April 14, 2015 at 7:00 P.M., located at the Lake Eschmoro Cultural Center 183 N. Main Street, in the City of Lake Eschmoro, where objections will be heard and given due consideration by the City Council. If you intend to speak, please complete a "speaker" form provided at the entrance prior to the start of the meeting and submit it to the City Clerk.



Public Works Department/Engineering Division
130 South Main Street
Lake Elsinore, CA 92530
951-674-2124

CITY OF LAKE ELSINORE Weed Abatement Guidelines

The mission of the City of Lake Elsinore's weed abatement program is for the annual removal of combustible fuel such as weeds, brush, dead trees and rubbish from unimproved property within the city limits, including abatement of nuisances such as fill dirt and debris from illegal dumping, through the cooperation of affected property owners according to standards in the Municipal code.

Please note that in an effort to limit nutrients to the lake, **DISCING FOR WEED ABATEMENT IS NO LONGER ALLOWED.**

WHY PROHIBIT DISCING? Discing disrupts the natural erosion control provided by plants and their roots allowing dirt and nutrients to be carried from the property by rain and wind, ultimately ending up in the lake. Nutrients are one of the primary causes in the lake's nuisance algae blooms. The discing prohibition is just one of many actions the City has taken to reduce nutrients in the lake; others include limiting nutrients from new development in the watershed to the maximum extent practicable, lake aeration, and lake-level stabilization. These actions are necessary if the City is to meet the federal/state water quality target for nutrients in Lake Elsinore required by the California EPA State Water Resources Control Board (SWRCB).

Your cooperation in observing the prohibition on discing and following the guidelines below is greatly appreciated.

GUIDELINES

These guidelines shall apply to all vacant, unimproved lots and lots with vacant structures on a year round basis.

All Properties

- Includes any alley, parkway strip, or unimproved public easement abutting the property
- Remove all rubbish, trash, trimmings, litter, tires and combustible waste material.
- Mow or weed-whack all weeds, grass, brush, or other combustible vegetation according to the guidelines below. – **DISCING FOR WEED ABATEMENT IS NO LONGER ALLOWED**
- Pick up and dispose of grass and other cuttings after mowing or weed-whacking
- Remove all sagebrush, chaparral, tumbleweeds, and any other brush or weeds which when dry can be a fire menace to adjacent improved property.
- All weeds shall be cut to a maximum of 3 inches in height on all parcels.

Parcels Over Ten (10) Acres

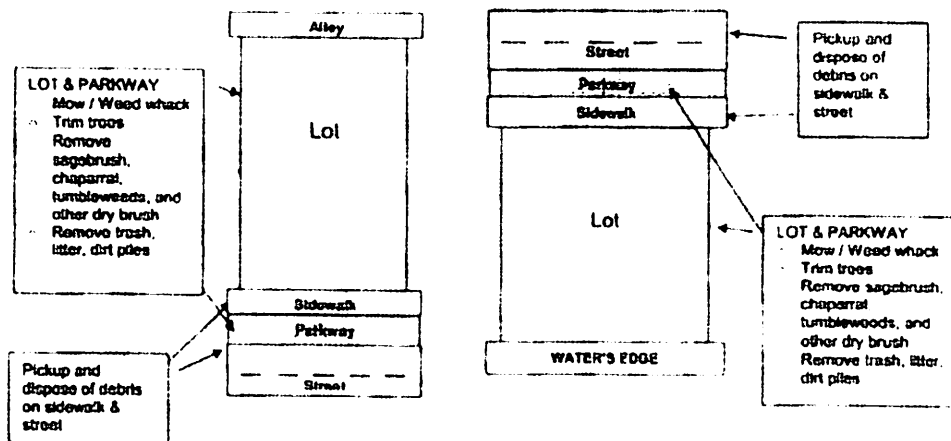
- In lieu of abating the entire parcel, firebreaks may be used in such a manner that no single area shall exceed five (5) acres. Firebreaks shall be a continuous 100-foot wide strip of land which is clear of all combustible weeds, grass, stubble, rubbish, or other material which would allow the travel of fire. Firebreaks may include fire-resistant vegetation, such as irrigated crops, ice plant, and any other live plants recognized by the City of Lake Elsinore as being fire-resistant. If parcel is at a 45 degree slope, see additional guidelines below.
- Provide 100-foot wide firebreaks around all combustible structures.
- Provide 100-foot wide firebreaks along each side of all roadways
- Provide 100-foot wide firebreak along each side of all fences, property lines, ditches and creeks
- Remove from trees any dead or overgrown branches within eight (8) feet from the ground
- Remove dead palm fronds.

Parcels On A 45 Degree Slope

- Any parcels that are sloped up to 45 degrees will need to mow or weed whack to remove weeds
- Mow, weed whack an area one hundred (100) feet away from any structures
- Remove from trees any dead or overgrown branches within eight (8) feet from the ground

Please note that if a fire occurs due to lack of weed and debris removal, the Fire Department may charge you for the firefighting costs it incurs.

EXAMPLES



Common Problems

- Weeds along curbs and gutters
- Weeds along fences
- Weeds and dirt left on sidewalks
- Mounds of dirt left on parcels
- Litter must be removed prior to mowing weed whacking

Please be sure to monitor your property(s) regularly and keep them abated not only throughout the spring and summer fire season, but YEAR ROUND.

**THANK YOU FOR KEEPING THE CITY OF LAKE ELSINORE AND THE LAKE
SAFE AND CLEAN.**

CPA COMPILATION ESTIMATES

Subject **Summary of Estimates Provided by CPA Firms, Compilation**
From <carol.lee.brady@emarcd.org>
To Rose Corona <rose.corona@emarcd.org>
Date 2017-03-01 20:48



Rose -

Below is a summary of proposed scope of work and rates submitted by the two CPA firms responding to our request for proposal for the Compilation. I have forwarded the email from Brad A. Welebir, of Rogers Anderson, Malody & Scott, LLP to include in Correspondence along with the letter that Nigro & Nigro provided to you.

After receiving notification from District Counsel of the passage of Resolution No. 2016-234 (pursuant to Government Code section 26909 (b) (3)) and as previously approved by a vote of the Board, Director Brady issued an informal request for proposal (RFP) to three qualified CPA firms. These firms were invited to participate in addition to a prior verbal estimate that had been submitted to President Corona, later documented in a letter, by Nigro & Nigro, PC.

Additional qualified CPA firms, recommended to Director Brady by President Corona and Associate Director Neugebauer, were:

Copeland, Benner & Associates
Nottingham & Associates
Rogers, Anderson, Malody & Scott, LLP

Two proposals were received - one from Nigro and Nigro, and one from Rogers, Anderson, Malody & Scott, LLP. Both submittals contained information regarding the qualifications of the firms as well as a full description of the work proposed and associated rate(s).

The proposal submitted by Rogers, Anderson, Malody & Scott, LLP provided four tiers of options depending upon the level of detail desired by the TEAM RCD Board. Nigro & Nigro's description of scope of work has been paraphrased in an effort to align wording with the submittal prepared by Rogers, Anderson, Malody & Scott for comparison purposes. Further detail (including terms and other contractual conditions) can be found in the correspondence included in the Board packet.

Rogers, Anderson, Malody & Scott, LLP:

\$1,500 Compiled financial statements without note disclosures
\$2,250 Compiled financial statements with note disclosures
\$2,500 Compiled financial statements with note disclosures and Management's Discussion & Analysis (subsequently prepared by RCD)

Nigro & Nigro:

\$1,500 Compiled financial statements with note disclosures

Carol Lee

2
3 RESOLUTION NO. 2016-235

4
5 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
6 COUNTY OF RIVERSIDE APPROVING THE TEMECULA-
7 ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION
8 DISTRICT'S REQUEST TO REPLACE THE ANNUAL AUDIT
9 REQUIREMENT PURSUANT TO GOVERNMENT CODE SECTION
10 26909 WITH AN AUDIT CONDUCTED EVERY THIRD YEAR AND
11 OTHER SPECIAL FINANCIAL REPORTING
12

13 WHEREAS, the Temecula-Elsinore-Anza-Murrieta Resource Conservation District
14 ("TEAM RCD") is a resource conservation district created and authorized pursuant to California Public
15 Resources Code section 9001 et seq. and located entirely within the County of Riverside ("County"); and

16 WHEREAS, in compliance with Government Code section 26909, TEAM RCD has been
17 having prepared an annual audit of its accounts and records and has been providing such annual audit to the
18 County Auditor-Controller; and

19 WHEREAS, pursuant to Government Code section 26909(b)(3), a special district such as
20 TEAM RCD may, by unanimous request of the governing board of the special district and with unanimous
21 approval of the County Board of Supervisors, replace the annual audit required under Government Code
22 section 26909 with an audit conducted at specific intervals, as recommended by the County auditor, to be
23 completed at least once every five years; and

24 WHEREAS, per TEAM RCD, the cost for annual audit has been increasing, and currently
25 the lowest bid would cost TEAM RCD more than \$6,000 for a single year's audit, which is a significant
26 percentage of TEAM RCD's annual revenues;

27 WHEREAS, the President of TEAM RCD has conferred with the Office of County Auditor-
28 Controller regarding the proposal to replace TEAM RCD's annual audits with: (1) an audit to take place

FORM APPROVED-COUNTY COUNSEL
BY: *Tawny V. Lieu* DATE: 11/2/2016
TAWNY V. LIEU

1 every third year, covering that year's accounts and records; (2) a yearly financial compilation and review
2 prepared by a certified public accounting firm; and (3) quarterly management reports;

3 WHEREAS, the Office of the County Auditor-Controller does not object to TEAM RCD's
4 proposal, and in the event the County Auditor-Controller expresses concerns regarding issues within the
5 compilations or finds anomalies of financial concerns with the submitted records at any time and orders an
6 audit of any TEAM RCD's financial records, TEAM RCD will have prepared and provide such audit in a
7 timely manner; and

8 WHEREAS, on October 13, 2016, TEAM RCD Board of Directors approved TEAM RCD
9 Resolution No. 2016-03, Resolution of the Temecula-Elsinore-Anza-Murrieta Resource Conservation
10 District Approving the Replacement of the Annual Audit Requirement Pursuant to Government Code
11 Section 26909 with an Audit Conducted Every Third Year and Other Specified Financial Reporting And
12 Requesting Riverside County Board of Supervisors' Approval of Same ("Resolution No. 2016-03");

13 WHEREAS, TEAM RCD Resolution No. 2016-03 requests the County Board of
14 Supervisors to unanimously approve the replacement of TEAM RCD's annual audit requirement under
15 Government Code section 26909 as specified in such Resolution; now, therefore

16 BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of
17 Riverside, State of California, in regular session assembled on December 6, 2016, that the Board of
18 Supervisors unanimously approves TEAM RCD's request to replace its annual audit requirement under
19 Government Code section 26909 with: (1) an audit to take place every third year, covering that year's
20 accounts and records; (2) a yearly financial compilation and review prepared by a certified public
21 accounting firm; and (3) quarterly management reports; and

22 BE IT FURTHER RESOLVED AND ORDERED that this Resolution shall take effect
23 immediately upon its adoption.

24 ROLL CALL:

25 Ayes: Jeffries, Tavaglione, Washington and Ashley
26 Nays: None
27 Absent: Benoit

The foregoing is certified to be a true copy of a
resolution duly adopted by said Board of Super-
visors on the date therein set forth.

KECA HARPER-JHEM Clerk of said Board
By  Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

BACKGROUND:

Summary (continued)

annual audit to the County Auditor-Controller. The cost of annual audit has been increasing, and currently the lowest bid would cost TEAM RCD more than \$6,000 for a single year's audit, which is a significant percentage of TEAM RCD's annual revenues.

Pursuant to Government Code Section 26909(b)(3), a special district such as TEAM RCD may, by unanimous request of its Board of Directors and with the unanimous approval of the County Board of Supervisors, replace the annual audit requirement with an audit conducted at specific intervals, as recommended by the County Auditor, to be completed at least once every five years.

Subject to the County Board of Supervisor's unanimous approval, TEAM RCD Board of Directors approved Resolution No. 2016-03 to replace the annual audit requirement with: (1) an audit to take place every third year, covering that year's accounts and records; (2) a yearly financial compilation and review prepared by a certified public accounting firm; and (3) quarterly management reports.

The President of TEAM RCD has conferred with the Office of County Auditor-Controller regarding this proposal, and the Office of County Auditor-Controller does not object. TEAM RCD requests that the Board of Supervisors approve the replacement of TEAM RCD's annual audit requirement as specified above.

Impact on Residents and Businesses

N/A


ATTACHMENTS:

1. Board of Supervisors Resolution No. 2016-235
2. Temecula-Elsinore-Anza-Murrieta Resource Conservation District Certificate of Secretary (p. 1); Temecula-Elsinore-Anza-Murrieta Resource Conservation District Resolution No. 2016-03 (pp. 2-4)


**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**



Gregory B. Priaplos, Director County Counsel 11/15/2016



Tina Grande, Principal Management Analyst 11/29/2016



Paul Angulo, Director of Auditor Controller 11/15/2016

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.14
(ID # 3016)

MEETING DATE:

Tuesday, December 6, 2016

FROM : COUNTY COUNSEL:

SUBJECT: COUNTY COUNSEL: Adoption of Resolution No. 2016-235 Approving the Temecula-Elsinore-Anza-Murrieta Resource Conservation District's Request to Replace the Annual Audit Requirement Pursuant to Government Code Section 26909 with an Audit Conducted Every Third Year and Other Special Financial Reporting. Districts 1 and 3 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2016-235, Resolution of the Board of Supervisors of the County of Riverside Approving Temecula-Elsinore-Anza-Murrieta Resource Conservation District's ("TEAM RCD") Request to Replace the Annual Audit Requirement Pursuant to Government Code Section 26909 with an Audit Conducted Every Third Year and Other Special Financial Reporting; and
2. Direct the Clerk of the Board to notify TEAM RCD of the action taken.

ACTION: Policy

BACKGROUND:

Summary

TEAM RCD is a resource conservation district. In compliance with Government Code section 26909, TEAM RCD has been having prepared an annual audit of its accounts and records and has been providing such

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost	Ending Cost
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: Benoit
Date: December 6, 2016
xc: Co.Co., TEAM RCD, Auditor

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

3.14