

# **ACTION ITEMS/DISCUSSION CALENDAR**





March 17, 2017

Ms. Jarnne Garner

Lennar Homes

980 Montecito Ave. Ste. 302

Corona, CA 92879

Dear Ms. Gardner,

Recently, the Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("District"), formerly known as EMARCD, has undergone extensive audit and accounting of its books. It has come to our attention that your firm has done business with the District. In particular, your firm had placed deposits with the District in which the remaining unused funds would be returned if the project or the arrangement with the District did not move forward to completion. We have found that your firm is owed a refund of such monies.

The project we are referring to is the **Greystone/Crowne Hill** project located in Lake Elsinore, California and the monies were deposited in October, 2011. According to our records, you originally deposited \$10,000.00 with the District to perform analysis for your project. Since the project or the arrangement with the District was not completed, the remainder of the balance to be refunded to your firm is \$7050.00 ("Remaining Funds").

Given that much time has passed, we understand that the books and the tax returns for this project may have been accounted for and closed. In regards to the Remaining Funds, you may consider the following two options:

1. We can contact your accounting department or another individual that is responsible for the project and refund the Remaining Funds to your firm.
2. Since the District is a non-profit public agency, it is possible to donate the Remaining Funds to the District and we would provide you with documentation for such donation.

Please feel free to reach out to us as soon as possible so that we may close our books on these outstanding deposits. You may contact our Secretary-Treasurer Carol Lee Brady at [carol.lee.brady@teamrccd.org](mailto:carol.lee.brady@teamrccd.org) or feel free to contact me at any time at [rose.corona@teamrccd.org](mailto:rose.corona@teamrccd.org) or phone me at 909-208-7848. We look forward to hearing from you.

Best Regards,

  
Rose Corona

President

Temecula-Elsinore-Anza-Murrieta Resource Conservation District

P.O. Box 2078 ♦ Temecula, CA 92593-2078

Ph: 951-387-8992 ♦ [www.TEAMRCD.org](http://www.TEAMRCD.org)



## Rose Corona

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**From:** Jarnne Gardner <Jarnne.Gardner@lennar.com>  
**Sent:** Friday, March 17, 2017 1:56 PM  
**To:** Rose Corona  
**Subject:** RE: Emailing - TEAMRCD-GREYSTONEREFUNDLETTER.pdf

Rose, we will look forward to receiving that check after April's board meeting.

Kind regards,

Thank you.

**LENNAR**

Jarnne J Gardner  
Senior Project Manager  
Lennar Homes of California, Inc.

jarnne.gardner@lennar.com  
www.lennar.com

Office Phone: 951-817-3567  
Cell Phone: 951-232-2068  
Fax: 951-817-3650  
980 Montecito Drive, Suite 302  
Corona, CA 92879

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**From:** Rose Corona [mailto:rosecorona@bighorsefeed.com]  
**Sent:** Friday, March 17, 2017 1:49 PM  
**To:** Jarnne Gardner  
**Subject:** Emailing - TEAMRCD-GREYSTONEREFUNDLETTER.pdf

\*\* This email is from an external sender: [rosecorona@bighorsefeed.com](mailto:rosecorona@bighorsefeed.com). Please forward suspicious emails to [NotifySecurity@lennar.com](mailto:NotifySecurity@lennar.com) \*\*

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Dear Jarnne,

Attached you will find our letter regarding the refund owed to Lennar Homes. On behalf of the new board of TEAM RCD, we apologize that this has been so long in coming back to Lennar. As I mentioned to you before, the next board meeting will be on April 13, 2017 at which time, this refund will be approved and a check written the next day in order to close the books on this project. Please feel free to call me and should you need a detailed breakdown of expenses, we'll be more than happy to provide it for you.

Sincerely,

Rose Corona  
President



GREYSTONE/CROWNE HILL-GENERAL LEDGER							
COMPANY	PERMIT #	Deposit Amt	When	For?	Dep. In Acct#	Credit	Expense
GREYSTONE/CROWNE HILL	N/A	\$ 10,000.00	10/24/2011	Deposit for Expenses-unused to be returned	#2242	\$ 10,000.00	
			11/18/2011	Live Oak-Background review and site survey			\$ (1,080.00)
			1/13/2012	Live Oak-Discuss terms for proposal			\$ (360.00)
			2/15/2012	Live Oak Consultation re: CE			\$ (270.00)
				Ray Johnson- Consultation w/ Vicki Long			\$ (1,240.00)
				Review Documents for Easement			
				Owed to the Developer		\$ 7,050.00	
				Project closed. According to former President			
				project given to City of Temecula			



## DEPOSIT AGREEMENT FOR EXPENSES INCURRED DURING NEGOTIATION

This Deposit Agreement for Expenses Incurred During Negotiation ("Deposit Agreement") is entered into between the Elsinore Murrieta Anza Resource Conservation District, a California resource conservation district ("EMARCD"), and Brookfield ("Developer") as of the date set forth below. EMARCD and Developer may hereinafter be referred to as the "Parties."

1. EMARCD.

EMARCD is a Resource Conservation District formed for the control of runoff, the prevention or control of soil erosion, the development and distribution of water, and the improvement of land capabilities pursuant to Public Resources Code section 9151 et seq. EMARCD may accept grants of money, land, and conservation easements to carry out its purposes, and may establish and charge fees for services provided upon request pursuant to Public Resources Code sections 9401 et seq. EMARCD commonly performs habitat restoration, conservation, creation and/or similar activities ("conservation") for project proponents seeking permits from regulatory agencies.

2. Developer.

PCCIII - Crown Hill 100 LLC  
C/O Lennar Homes  
391 N. Main St., Suite 300  
Corona, CA 92880

3. Purpose

A proposed development project may adversely impact a species, habitat, riparian areas, or other sensitive environmental resources. As a condition to issuing a permit required for such project, a regulatory agency may require mitigation in the form of land setaside, restoration or other activity. Regulatory agencies may approve the project proponent's retention of EMARCD to perform habitat conservation, acceptance of a conservation easement, or other activity as mitigation of project impacts. Any such conservation to be performed by EMARCD would be completed under the terms of a separate conservation agreement with EMARCD.

In negotiating and preparing the various mitigation-related contracts, agreements, and other documents between EMARCD and the project proponents, EMARCD incurs expenses including, but not limited to, legal expenses, administrative and staff expenses, materials, labor, etc. If the proposed project is cancelled, abandoned, modified, disapproved or otherwise does not proceed, or if the project proponent for any other reason does not proceed with EMARCD, and no conservation agreement is finalized, then EMARCD will have expended monies, resources and/or materials that it may not be able to recover without this Deposit Agreement.

By this Deposit Agreement, EMARCD requests, and Developer agrees to



provide, a deposit to EMARCD to cover and defray the above-listed expenses if EMARCD and Developer do not enter into a later conservation agreement covering such expenses.

4. Deposit.

(a) Based on EMARCD's prior experience, the Parties agree that \$10,000 is a reasonable amount calculated to cover the anticipated expenses incurred prior to execution of a conservation agreement. If EMARCD determines that its incurred costs will exceed the Deposit amount, EMARCD shall notify Developer in writing, and may request additional Deposit monies before proceeding with mitigation-related negotiation and preparation.

(b) In the event that the Parties enter into a conservation agreement, EMARCD shall deduct from the Deposit all legal, administrative, staff, materials, labor, and other expenses relating to the negotiation and preparation of the various contracts, agreements, and/or other documents relating to the conservation agreement; any remaining portion of the Deposit shall be returned to Developer.

(c) In the event that the Parties do not enter into a conservation agreement, EMARCD shall deduct its expenses from the Deposit and return any remaining portion to Developer as in Paragraph 4(a), above. To obtain this accounting and refund, Developer must send to EMARCD, by certified mail, a written notice of cancellation, requesting an accounting and a refund of any remaining deposit monies. EMARCD shall perform such accounting and refund any remaining Deposit monies within 30 days of receipt of the cancellation notice and request.

5. Anticipated Mitigation

The Parties expect any anticipated mitigation to be the normal and ordinary conservation that EMARCD commonly performs; however, it is not yet known what the regulatory agencies will actually require. EMARCD makes no warranties or representations and cannot guarantee that EMARCD will be able to provide the mitigation required by the regulatory agencies; EMARCD only represents that it will make a good faith effort to perform its normal and ordinary conservation within its statutory authority, pursuant to the terms of a separate agreement to be executed by the Parties.

6. Nature of Rights Granted

Developer hereby acknowledges and agrees this Deposit Agreement only provides a deposit to cover or defray expenses EMARCD will incur in the negotiation and preparation of the various contracts, agreements, and/or other documents relating to the mitigation-related conservation agreement requested by Developer. Developer is not acquiring any real property interest with respect to any land interest or any of the services provided by EMARCD pursuant to any conservation agreement.

7. Mitigation Responsibility



The Parties explicitly agree that this Deposit Agreement does not commit EMARCD to actually performing any mitigation, mitigation-related conservation, or related activity. No responsibility or liability therefor shall accrue to EMARCD.

8. Miscellaneous

(a) Neither Party may assign its rights or obligations under this Deposit Agreement without the express written consent of the other, and both Parties agree not to unreasonably withhold such consent. In the event of an authorized assignment, this Deposit Agreement shall be binding upon and inure to the benefit of those permitted assigns.

(b) The rights and obligations set forth herein are intended exclusively for the benefit of the Parties and shall not be construed to convey any rights or remedies to any third party.

(c) This Deposit Agreement contains the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the Parties. This Deposit Agreement cannot be amended except in writing signed by both Parties.

(d) This Deposit Agreement and all documents executed and delivered in connection herewith shall be governed by the laws of the State of California.

(e) If any legal action or any arbitration or other proceeding is brought for the enforcement of this Deposit Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses, and other costs incurred in that action or proceeding in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, the Parties have executed this Deposit Agreement as of the last date set forth below.

ELSINORE MURRIETA ANZA  
RESOURCE CONSERVATION  
DISTRICT, a California resource  
conservation district

PCCIII - Crown Hill 100 LLC

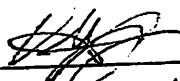
By: Greystone Homes, its Managing Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Vicki Long

President

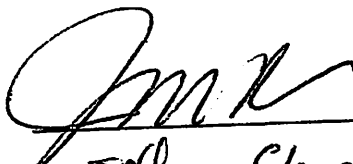
10-17-11

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Jeff Clemens







TEAM  
TEMECULA-ELSINORE  
ANZA MURRIETA

RESOURCE CONSERVATION DISTRICT

March 17, 2017

Mr. Bob Paradise

Pulte Homes (Formerly Centex Homes)

27101 Puerta Real, Ste. 300

Mission Viejo, CA 92591

Dear Mr. Paradise,

Recently, the Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("District"), formerly known as EMARCD, has undergone extensive audit and accounting of its books. It has come to our attention that your firm has done business with the District. In particular, your firm had placed deposits with the District in which the remaining unused funds would be returned if the project or the arrangement with the District did not move forward to completion. We have found that your firm is owed a refund of such monies.

The project we are referring to is the **Tuscany Hills/Temecula Creek** project located in \_\_\_Lake Elsinore, California and the monies were deposited in April of 2007. According to our records, you originally deposited \$10,000.00 with the District to perform reviews and analysis of potential Conservation Easement potential and/or long term management responsibilities for your project. Since the project or the arrangement with the District was not completed, the remainder of the balance to be refunded to your firm is \$8333.75 ("Remaining Funds").

Given that much time has passed, we understand that the books and the tax returns for this project may have been accounted for and closed. In regards to the Remaining Funds, you may consider the following two options:

1. We can contact your accounting department or another individual that is responsible for the project and refund the Remaining Funds to your firm.
2. Since the District is a non-profit public agency, it is possible to donate the Remaining Funds to the District and we would provide you with documentation for such donation.

Please feel free to reach out to us as soon as possible so that we may close our books on these outstanding deposits. You may contact our Secretary-Treasurer Carol Lee Brady at [carol.lee.brady@teamrkd.org](mailto:carol.lee.brady@teamrkd.org) or feel free to contact me at any time at [rose.corona@teamrkd.org](mailto:rose.corona@teamrkd.org) or phone me at 909-208-7848. We look forward to hearing from you.

Best Regards,

Rose Corona

President

Temecula-Elsinore-Anza-Murrieta Resource Conservation District

P.O. Box 2078 ♦ Temecula, CA 92593-2078  
Ph: 951-387-8992 ♦ [www.TEAMRCD.org](http://www.TEAMRCD.org)



Subject **Re: Refund of outstanding deposit**  
From Rose Corona <rose.corona@teamrcd.org>  
To Maziar Soltani <Maziar.Soltani@pultegroup.com>  
Cc <Carol.lee.brady@teamrcd.org>, Lieu, Tawny  
<tlieu@co.riverside.ca.us>  
Date 2017-03-30 08:14



Ms. Soltani,

Thank you for your e-mail. Just so you know, we will be forwarding refunds of developer deposits after our next board meeting. The Board needs to follow procedure and do a formal approval at a regular meeting. Due to the size of the refund it requires two directors signatures in order to process the check. Our next scheduled meeting is April 13, 2017 and we will be sending out your refund after that meeting.

Thank you for your quick response and we will follow through with you after the next regular Board meeting.

Regards,

Rose Corona  
TEAM RCD President

On 2017-03-29 16:41, Maziar Soltani wrote:

Good Afternoon Rose and Carol,

We received your letter regarding the outstanding deposit for Centex Homes in regards to the Tuscany Hilly/Temecula Creek project in Lake Elsinore, California. We would like to request a refund of the outstanding balance \$8,333.75. The amount can still be made out to Centex Homes since we currently sell homes under Centex since the merger and it is still an active company.

Our mailing address is the following:

27101 Puerta Real, Suite 300

Mission Viejo, CA 92691

If you have any questions or concerns, please do not hesitate to ask. Thank you and have a wonderful day.

MAZI SOLTANI

Southern California Office

OFFICE (949) 330-8521: [Maziar.Soltani@PulteGroup.com](mailto:Maziar.Soltani@PulteGroup.com)

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MITIGATION - FISH AND WILDLIFE PLACED ON CLINTON KETH PROPERTY										
COMPANY	PERMIT #	Deposit Amt	# of Acres	For?	Dep. In Acct	Credit	Expense	Paid from?	Closed	Moved to Acct #
CENTEX	1600-2006-0063-R6	\$ 10,000.00	5.25 acres	Deposit for Expenses- unused to be returned	#8307	\$ 10,000.00			7/13/2007	#2242
		\$ 2,000.00	n/a	Administrative Fee	#8315	\$ 2,000.00			7/13/2007	#2226
				Live Oak Associates-9/13/2007						
				for services provided April 2007- Site Surveys						
				discussions w/ consultants to ascertain						
				suitable nature of site, review available						
				materials						
				10.75 Hrs at \$155.00 per hour			\$ 1,666.25	#2242	9/13/07-pd	
							\$ 8,333.75			Owed to Centex



8. Miscellaneous

(a) Neither Party may assign its rights or obligations under this Deposit Agreement without the express written consent of the other, and both Parties agree not to unreasonably withhold such consent. In the event of an authorized assignment, this Deposit Agreement shall be binding upon and inure to the benefit of those permitted assigns.

(b) The rights and obligations set forth herein are intended exclusively for the benefit of the Parties and shall not be construed to convey any rights or remedies to any third party.

(c) This Deposit Agreement contains the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the Parties. This Deposit Agreement cannot be amended except in writing signed by both Parties.

(d) This Deposit Agreement and all documents executed and delivered in connection herewith shall be governed by the laws of the State of California.

(e) If any legal action or any arbitration or other proceeding is brought for the enforcement of this Deposit Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses, and other costs incurred in that action or proceeding in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, the Parties have executed this Deposit Agreement as of the last date set forth below.

ELSINORE MURRIETA ANZA  
RESOURCE CONSERVATION  
DISTRICT, a California resource  
conservation district

Centex Homes Inland Empire  
CENTEX HOMES, a Nevada  
General Partnership

By: 

Name: Vicki Long

Title: Vice Pres - Mitigation Chair

Date: 4-10-07

By: 

Name: CHRIS HOLMQUIST  
DIRECTOR OF FORWARD PLANNING  
AND LAND DEVELOPMENT

Date: 04/19/07



**4. Deposit.**

(a) Based on EMARCD's prior experience, the Parties agree that **\$10,000** is a reasonable amount calculated to cover the anticipated expenses incurred prior to execution of a conservation agreement. If EMARCD determines that its incurred costs will exceed the Deposit amount, EMARCD shall notify Developer in writing, and may request additional Deposit monies before proceeding with mitigation-related negotiation and preparation.

(b) In the event that the Parties enter into a conservation agreement, EMARCD shall deduct from the Deposit all legal, administrative, staff, materials, labor, and other expenses relating to the negotiation and preparation of the various contracts, agreements, and/or other documents relating to the conservation agreement; any remaining portion of the Deposit shall be returned to Developer.

(c) In the event that the Parties do not enter into a conservation agreement, EMARCD shall deduct its expenses from the Deposit and return any remaining portion to Developer as in Paragraph 4(a), above. To obtain this accounting and refund, Developer must send to EMARCD, by certified mail, a written notice of cancellation, requesting an accounting and a refund of any remaining deposit monies. EMARCD shall perform such accounting and refund any remaining Deposit monies within 30 days of receipt of the cancellation notice and request.

**5. Anticipated Mitigation**

The Parties expect any anticipated mitigation to be the normal and ordinary conservation that EMARCD commonly performs; however, it is not yet known what the regulatory agencies will actually require. EMARCD makes no warranties or representations and cannot guarantee that EMARCD will be able to provide the mitigation required by the regulatory agencies; EMARCD only represents that it will make a good faith effort to perform its normal and ordinary conservation within its statutory authority, pursuant to the terms of a separate agreement to be executed by the Parties.

**6. Nature of Rights Granted**

Developer hereby acknowledges and agrees this Deposit Agreement only provides a deposit to cover or defray expenses EMARCD will incur in the negotiation and preparation of the various contracts, agreements, and/or other documents relating to the mitigation-related conservation agreement requested by Developer. Developer is not acquiring any real property interest with respect to any land interest or any of the services provided by EMARCD pursuant to any conservation agreement.

**7. Mitigation Responsibility**

The Parties explicitly agree that this Deposit Agreement does not commit EMARCD to actually performing any mitigation, mitigation-related conservation, or related activity. No responsibility or liability therefor shall accrue to EMARCD.



## **DEPOSIT AGREEMENT FOR EXPENSES INCURRED DURING NEGOTIATION**

This Deposit Agreement for Expenses Incurred During Negotiation ("Deposit Agreement") is entered into between the Elsinore Murrieta Anza Resource Conservation District, a California resource conservation district ("EMARCD"), and Centex Homes Inland Empire ("Developer") as of the date set forth below. EMARCD and Developer may hereinafter be referred to as the "Parties."

### **1. EMARCD.**

EMARCD is a Resource Conservation District formed for the control of runoff, the prevention or control of soil erosion, the development and distribution of water, and the improvement of land capabilities pursuant to Public Resources Code section 9151 et seq. EMARCD may accept grants of money, land, and conservation easements to carry out its purposes, and may establish and charge fees for services provided upon request pursuant to Public Resources Code sections 9401 et seq. EMARCD commonly performs habitat restoration, conservation, creation and/or similar activities ("conservation") for project proponents seeking permits from regulatory agencies.

### **2. Developer.**

Centex Homes Inland Empire / Temecula Creek

### **3. Purpose**

A proposed development project may adversely impact a species, habitat, riparian areas, or other sensitive environmental resources. As a condition to issuing a permit required for such project, a regulatory agency may require mitigation in the form of land setaside, restoration or other activity. Regulatory agencies may approve the project proponent's retention of EMARCD to perform habitat conservation, acceptance of a conservation easement, or other activity as mitigation of project impacts. Any such conservation to be performed by EMARCD would be completed under the terms of a separate conservation agreement with EMARCD.

In negotiating and preparing the various mitigation-related contracts, agreements, and other documents between EMARCD and the project proponents, EMARCD incurs expenses including, but not limited to, legal expenses, administrative and staff expenses, materials, labor, etc. If the proposed project is cancelled, abandoned, modified, disapproved or otherwise does not proceed, or if the project proponent for any other reason does not proceed with EMARCD, and no conservation agreement is finalized, then EMARCD will have expended monies, resources and/or materials that it may not be able to recover without this Deposit Agreement.

By this Deposit Agreement, EMARCD requests, and Developer agrees to provide, a deposit to EMARCD to cover and defray the above-listed expenses if EMARCD and Developer do not enter into a later conservation agreement covering such expenses.



Subject **Refund of outstanding deposit**  
From Maziar Soltani <Maziar.Soltani@PulteGroup.com>  
Carol.lee.brady@teamrcd.org  
To <Carol.lee.brady@teamrcd.org>, rose.corona@teamrcd.org  
<rose.corona@teamrcd.org>  
Date 2017-03-29 16:41



Good Afternoon Rose and Carol,

We received your letter regarding the outstanding deposit for Centex Homes in regards to the Tuscany Hilly/Temecula Creek project in Lake Elsinore, California. We would like to request a refund of the outstanding balance \$8,333.75. The amount can still be made out to Centex Homes since we currently sell homes under Centex since the merger and it is still an active company.

Our mailing address is the following:

27101 Puerta Real, Suite 300  
Mission Viejo, CA 92691

If you have any questions or concerns, please do not hesitate to ask. Thank you and have a wonderful day.



**Mazi Soltani**  
Southern California Office  
**Office** (949) 330-8521: [Maziar.Soltani@PulteGroup.com](mailto:Maziar.Soltani@PulteGroup.com)

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Subject **MS4518 refund**  
From Tony Pauker <Tony.Pauker@brookfieldrp.com>  
To rose.corona@teamrcd.org <rose.corona@teamrcd.org>  
Date 2017-03-22 13:07



Rose – We just spoke. Brookfield would like our refund of \$9,280.00. Can you mail it to us at the address below (we moved to this new address two years ago so the address you have on file is old).

Thanks  
Tony

**Tony Pauker**  
Senior Director, Land and Housing

**Brookfield Residential**  
12265 El Camino Real Suite 180, San Diego, CA. 92130  
D: 858.794.6157 C: 619.247.3720 F: 858.255.9634  
Tony.Pauker@brookfieldrp.com  
www.BrookfieldSoCal.com  
Valued Team Member since 2016

**Brookfield** | *The Best Places*  
**Residential** | *to Call Home*



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# BROOKFIELD LEDGER

BANK ACCT # 2242									
DEVELOPER	PERMIT #	Deposit Amt	# of Acres For?	Dep. In Acct#	When	Credit	Expense	Paid frm?	Moved to?
Brookfield	Charlols Channel	\$10,000.00		Acct#2242	10/12/2011	\$10,000.00		ck569311	
			Maintenance Agreement						
			Live Oak Associates						
			Background Review Site Survey		11/18/2011		(\$720.00)		
			Total Due Developer as of 4/25/16			\$9,280.00			



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2. Developer.

Brookfield  
c/o Kelly M. Alhaddeff-Black  
41607 Margarita Rd. Suite 103  
Temecula ca.92591

3. Purpose

A proposed development project may adversely impact a species, habitat, riparian areas, or other sensitive environmental resources. As a condition to issuing a permit required for such project, a regulatory agency may require mitigation in the form of land setaside, restoration or other activity. Regulatory agencies may approve the project proponent's retention of EMARCD to perform habitat conservation, acceptance of a conservation easement, or other activity as mitigation of project impacts. Any such conservation to be performed by EMARCD would be completed under the terms of a separate conservation agreement with EMARCD.

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provide, a deposit to EMARCD to cover and defray the above-listed expenses if EMARCD and Developer do not enter into a later conservation agreement covering such expenses.

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6. Nature of Rights Granted

Developer hereby acknowledges and agrees this Deposit Agreement only provides a deposit to cover or defray expenses EMARCD will incur in the negotiation and preparation of the various contracts, agreements, and/or other documents relating to the mitigation-related conservation agreement requested by Developer. Developer is not acquiring any real property interest with respect to any land interest or any of the services provided by EMARCD pursuant to any conservation agreement.

7. Mitigation Responsibility



The Parties explicitly agree that this Deposit Agreement does not commit EMARCD to actually performing any mitigation, mitigation-related conservation, or related activity. No responsibility or liability therefor shall accrue to EMARCD.

8. Miscellaneous

(a) Neither Party may assign its rights or obligations under this Deposit Agreement without the express written consent of the other, and both Parties agree not to unreasonably withhold such consent. In the event of an authorized assignment, this Deposit Agreement shall be binding upon and inure to the benefit of those permitted assigns.

(b) The rights and obligations set forth herein are intended exclusively for the benefit of the Parties and shall not be construed to convey any rights or remedies to any third party.

(c) This Deposit Agreement contains the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the Parties. This Deposit Agreement cannot be amended except in writing signed by both Parties.

(d) This Deposit Agreement and all documents executed and delivered in connection herewith shall be governed by the laws of the State of California.

(e) If any legal action or any arbitration or other proceeding is brought for the enforcement of this Deposit Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses, and other costs incurred in that action or proceeding in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, the Parties have executed this Deposit Agreement as of the last date set forth below.

ELSINORE MURRIETA ANZA  
RESOURCE CONSERVATION  
DISTRICT, a California resource  
conservation district

Brookfield

By: 

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**RESOLUTION NO. 2017-01**

**RESOLUTION OF THE TEMECULA-ELSINORE-ANZA-  
MURRIETA RESOURCE CONSERVATION DISTRICT  
RATIFYING AND APPROVING THE SUBMISSION OF THE  
GRANT APPLICATION FOR THE BOOSTRAP CATEGORY  
TO THE STATE OF CALIFORNIA DEPARTMENT OF  
CONSERVATION PURSUANT TO THE RESOURCE  
CONSERVATION DISTRICT FINANCIAL ASSISTANCE  
PROGRAM**

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

WHEREAS, to qualify for a grant awarded pursuant to Government Code section 9084, Resource Conservation Districts ("RCDs") must satisfy specified requirements, which include providing at least 25% local match of funding, of which 40% of that amount shall be provided in cash; and

WHEREAS, on February 28, 2017, the State of California Department of Conservation, through its RCD Financial Assistance Program, made grants available to RCDs for program improvements; and

WHEREAS, all funding requests are due by March 28, 2017, and a Resolution of the RCD Board of Directors approving the submission of the application is required; and

WHEREAS, prior to the aforesaid deadline, TEAM RCD submitted the Grant Application for the Bootstrap Category ("Grant Application") to the State of California Department of Conservation; and

WHEREAS, pursuant to the Grant Application, TEAM RCD has requested financial assistance to fund payment to the new office manager (hired as an independent contractor) tasked with bringing TEAM RCD into full compliance with Tier 1 Standards (as set forth in the California



1 Association of RCDs *Planning for the Future: A Statewide Pathway to Excellence in Service*), which  
2 include but are not limited to creating and adopting TEAM RCD policies (such as public records request,  
3 associate director, bidding, investment, reserve and volunteer) and updating the long range work plan and  
4 annual work plan; and

5 WHEREAS, pursuant to the Grant Application, the Total Budget is \$25,500, which include  
6 State Funds Requested in the amount of \$15,000 and Match Contribution in the amount of \$10,500; and

7 WHEREAS, pursuant to the Grant Application, TEAM RCD is committed to providing  
8 cash funds from its General Fund in the amount of \$8,700, which include compensation to the office  
9 manager and equipment, supplies and mileage for completion of the grant;

10 NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of  
11 the Temecula-Elsinore-Anza-Murrieta Resource Conservation District at its special meeting on this 19th  
12 day of April, 2017 that:

13 1. The above recitals are true and correct.

14 2. TEAM RCD's Grant Application for the Bootstrap Category, which has been  
15 submitted to the State of California Department of Conservation pursuant to the RCD Financial  
16 Assistance Program, is ratified and approved.

17 3. A copy of this Resolution shall be submitted to the State of California Department  
18 of Conservation.

19 ADOPTED by the Board of Directors of the Temecula-Elsinore-Anza-Murrieta Resource  
20 Conservation District this 19th day of April, 2017.

21  
22 \_\_\_\_\_  
ROSE CORONA, Board President  
23 Temecula-Elsinore-Anza-Murrieta Resource  
Conservation District

24 ATTEST:

25  
26 \_\_\_\_\_  
CAROL LEE BRADY, Secretary  
27 Temecula-Elsinore-Anza-Murrieta Resource  
Conservation District  
28





March 24, 2017

Department of Conservation  
Division of Land Resource Protection  
RCD Assistance Program  
801 K Street, MS 14-15  
Sacramento, CA 95814

Dear Assistance Program Representatives,

TEAM RCD is committed to providing cash funds from our General Fund in the amount of \$8,700.00.

This includes compensation to the Office Manager and equipment, supplies and mileage for completion of the grant.

Respectfully,

A handwritten signature in black ink, appearing to read "Rose Corona", written over a horizontal line.

Rose Corona, Chair  
Board of Directors  
Temecula-Elsinore-Anza-Murrieta Resource Conservation District

P.O. Box 2078 ♦ Temecula, CA 92593-2078  
Ph: 951-387-8992 ♦ [www.TEAMRCD.org](http://www.TEAMRCD.org)





**Department of Conservation  
Resource Conservation District  
Financial Assistance Program**

**Request Cover Page  
(Attach to front of request)**

Resource Conservation District: Temecula-Elsinore-Anza-Murrieta  
resource Conservation District - TEAMRCD

Address: P.O. Box 2078  
Temecula, CA 92593

Contact: Rose Corona, Chairman or Dave McElroy Office Manager

Email: rose.corona@teamrcd.org or dave.mcelroy@teamrcd.org

Fax Number: ( ) N/A

Phone: (951)378-8992 or (949)282-8222

RCD Federal Tax ID # 33001618

**Fiscal Summary:**

Total Budget \$ 25,500

State Funds Requested \$ 15,000

Match Contribution \$ 10,500

(Note: RCD funding awards require a 25% non-state match)


**Request Category (check one)**

       REV Funding

  X   Bootstrap

       Bootstrap Fiscal Sponsor (List Sponsored RCD): \_\_\_\_\_

RCD President Name: Rose Corona

Signature: 

Date: 2-27-17





**Department of Conservation  
Resource Conservation District  
Financial Assistance Program**

**Funding Request Checklist**

The Funding Request must contain all required forms and attachments. Submit documents in the order as listed below.

- ☒ Application Cover Page, signed by the District President – Exhibit F
- ☒ Funding Request Checklist, signed by the request preparer and the District President – Exhibit G
- ☒ Work Plan Narrative Form – Exhibit A (maximum 7 pages)
- ☒ Work Plan Form(s) – Exhibit B
- ☒ Budget Form – Exhibit C (with footnotes)
- ☒ Proof of Local Match (PRC Section 9084 requirement) *RESOLUTION TO FOLLOW*
- ☒ Agendas for the previous six RCD Board meetings (PRC Section 9084 requirement)

By checking the boxes below, the applicant certifies that the RCD has adopted the following plans in compliance with PRC Section 9413.

- ☒ Current District Annual Work Plan (PRC Section 9084 requirement)
- ☒ Current District Long Range Work Plan (PRC Section 9084 requirement)

For RCDs requesting funding in REV Category:

- ☐ REV Eligibility Form –Exhibit D (with required supporting documentation)

**I have read the attached application and I am authorized to submit it on behalf of the Resource Conservation District.**

Request Preparer David McElroy

2-27-17

Date Signed

Resource Conservation District President Rose Corona

2-27-17

Date Signed





**Department of Conservation  
Resource Conservation District  
Financial Assistance Program**

**Work Plan Narrative Form**

**RCD Name: TEAM RCD**

- 1) **Executive Summary:** Include a description of the work for which the financial assistance is sought. Briefly highlight the major components of the work plan including a short description of the objective(s). Smaller efforts may have only one objective, while more complex efforts could have more.

Financial Assistance will be used to fund payment to a new Office Manager (hired under independent contract), tasked with bringing Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) into full Tier 1 Compliance.

Pertinent Bootstrap Category Activities to be addressed will include creating and adopting the following:

- Reimbursement Policy
- Non-discrimination Policy
- Public Records Request Policy
- Updated Long Range Work Plan
- Updated Annual Work Plan
- Annual Budget
- SB 272 Enterprise Systems Catalog
- Associate Director Policy
- Bidding Policy
- Investment Policy
- Reserve Policy
- Volunteer Policy
- Website Improvement

- 2) **Capacity Building:** Describe how the RCD's planned activities will build capacity to accomplish RCD long range work plan goals. Identify any of the REV activities described in Exhibit E or Bootstrap eligible activities that the RCD will use this funding to accomplish.

Over the past few years, TEAM RCD's appointed Board of Directors has experienced significant turnover. With this change in leadership has come a fresh vision and renewed commitment to tightening processes and oversight; improving collaboration with other entities; updating our website and branding; and initiating Community Outreach activities to grow the District.

TEAM RCD is actively working to build partnerships with local and regional agencies such as the cities and HOA's within our boundaries, California Fish and Wildlife, The Army Corps of Engineers and Riverside County Flood Control. We already have a good relationship with our



## RCD Financial Assistance Request: Exhibit A

largest Water Service Provider (Rancho California Water District, or RCWD) and are active in joint programs and conservation initiatives. Funding provided by Financial Assistance will greatly aid us in expanding our role as a community asset.

We hold two Conservation Easements through California Fish and Wildlife, and our goal is to be available for more. Our County (Riverside) has developed a Multi Species Habitat Conservation Plan (MSHCP), and our District has several areas defined. Funding will ensure that we are able to demonstrate the Due Diligence necessary to be a valuable partner with the County and with California Fish and Wildlife (CFW.)

- 3) **Benefits:** Describe how these activities will benefit agricultural and natural resources in California, build the RCD's operational functionality, and/or build the RCD's technical capability. Provide an explanation of the public or private need for the work, including, but not limited to, any information demonstrating the urgency of these activities.

The Temecula-Elsinore-Anza-Murrieta RCD is a diverse area covering 505,000 acres, or approximately 789 square miles with a population of approximately 300,000. Most soils are suitable for agriculture; and avocados, citrus, and wine grapes are the most common crops. Temecula Wine Country alone is estimated to generate \$800,000,000 annually to our economy. Water for agriculture is a vital natural resource, and much of our work is dedicated to Water Conservation.

As one example of building operational functionality, we partner with the RCWD and our sister Conservation District – Mission RCD – to provide Water Audit Services and assistance with conversion of high water need crops (such as avocados) to those requiring less water (such as grapes.) Response by farmers and property owners has been very favorable, and funding will be invaluable in allowing the District to provide continued support and oversight as the program expands.

- 4) **Performance Measures:** Describe a performance measure for each objective. Performance measures should show how actions will directly benefit RCD capacity, agricultural, working lands, or other natural resources. A performance measure should not be a list of completed tasks. Performance measures should go beyond counting numbers of meetings held, numbers of attendees, numbers of mailings, etc.

The objective as stated in the Executive Summary is to bring TEAM RCD into full Tier 1 compliance. Our target is to be in full compliance by December 31, 2018. This includes the Due Diligence necessary to hold Conservation Easements and to meet all Tier 1 and Relevant, Excellent and Visible (REV) category requirements.

Pertinent Bootstrap Category Activities will be completed, documented and presented for approval to the TEAM RCD Board by the Office Manager.

- 5) **Sustainability:** Describe how this work will be sustained beyond the funding period.



## **RCD Financial Assistance Request: Exhibit A**

**Our District (formerly Elsinore-Murrieta-Anza Resource Conservation District, or EMARCD) has been in existence since 1949. The District has experienced ups and downs; and we recognize that consistency is key to staying relevant with our community. Our goal is to embrace continuous improvement, to enhance our collaboration with other entities, and to earn the distinction of being known as a “First Stop” for our community and local citizens in managing their natural resources.**

**TEAM RCD has never had a dedicated source of funding or tax base. All Board Directors are volunteer and not compensated in any way. This assistance will help position us to establish a solid foundation upon which to build, and will enable us to then explore future funding opportunities and adapt to our ever-changing challenges.**



RCD Financial Assistance Request: Exhibit B



Work Plan Form: RCD Financial Assistance Program

RCD Applicant: (A) TEAMRCD Temecula-Elsinore-Anza-Murrieta Resource Conservation District

Objective #1: (B) Full Tier 1 Compliance

Performance Measurement: (C) All Requirements of REV are met



RCD Financial Assistance Request: Exhibit B

<b>Task Number</b>	<b>Description of Task</b>	<b>Task Completion</b>	<b>Implementation Schedule</b>
<b>(D)</b>	<b>(E)</b>	<b>(F)</b>	<b>(G)</b>
1.1	Basic Reporting and Training Requirements for Tier 1 certification	Meet" Planning for the Future" Requirements	5-17 to 3-18
1.2	Updated Long Range Plan and Annual Plan of Work	LRP and APW Complete and Posted on Web Site	3-18 to 12-18



# RCD Financial Assistance Request: Exhibit C



Budget Form: RCD Financial Assistance Program  
See budget preparation instructions to complete this form.

CD Applicant: (A) \_\_\_\_\_ Fiscal Sponsor: \_\_\_Yes \_\_\_No

	Total Budget (B)	DOC Award (C)	In-Kind Match (D)	Cash Match (E)	Attached Support Documents (Yes/No) and Footnote (F)
<i>Capacity Building Salaries and Wages (G)</i>					
Office Manager	\$ 18,000	\$ 13,000		\$ 5,000	Yes, Footnote 1
Benefits (H)	0	0	0	0	Yes, Footnote 2
<i>Capacity Building Equipment &amp; Supplies (I)</i>					
Computer/Monitor/Scanner	\$ 1,700	\$ 1,000		\$ 700	Yes Footnote 3
On Line Access	\$ 350	0	\$ 350	0	Yes Footnote 4
Lang Range and Annual Plans	\$ 1,500	\$ 1,000	0	\$ 700	Yes, Footnote 5
<i>Other (J)</i>					
Office Supplies	\$ 500	0	0	\$ 500	Yes, Footnote 6
Mileage	\$ 500	0	0	\$ 500	Yes, Footnote 7
<b>Subtotal (K)</b>					
<i>Administration (L)</i>	\$ 3,000	0	\$ 1,500	\$ 1,500	Yes, Footnote 8
<b>TOTAL (M)</b>	<b>\$ 25,500</b>	<b>\$ 15,000</b>	<b>\$ 1,850</b>	<b>\$ 8,700</b>	



## **RCD Financial Assistance Request: Exhibit C**

### **Budget Footnotes: (N)**

**Footnote 1: 1500 Hours X \$12/hr = \$18,000 DOC will contribute \$13,000 and TEAMRCD will provide cash to pay the remaining balance of \$5,000 (Letter of Commitment attached)**

**Footnote 2: Office Manager is working on contract. No Benefits .**

**Footnote 3: The District will purchase a Computer, Monitor, Scanner and pertinent Software. (Letter of Commitment attached)**

**Footnote 4: With no current office. The Office Manager will use internet access from home or at District Director's home or business (Estimate \$60/ mo. X 18 mo X 33% usage)**

**Footnote 5: Meeting Room and Materials for Public and Partners to develop Long Range Plan Update and Annual Plan of Work. May or may not include refreshments or meals.**

**Footnote 6: Ink, Postage and miscellaneous office supplies. (Letter of commitment attached)**

**Footnote 7: Approximately 1000 miles estimated for Field Visits and Conferences**

**Footnote 8: 12% fo Administrative costs will include clerical services, Office Manager Supervision, payroll Processing and general office supplies.**



## ***Agendas***

Agendas for the past six Meetings of the Board of Directors of TEAMRCD may be found through our web site . A link is listed below:

**<http://www.teamrcd.org/index.php/agenda>**



## MEMBER'S CERTIFICATE OF COVERAGE

Issue Date  
7/1/2016

**Provider** Special District Risk Management Authority  
1112 'I' Street, Suite 300  
Sacramento, California 95814  
800.537.7790 www.sdrma.org



**Member** Temecula-Elsinore-Anza-Murrieta Resource Conservation District  
Post Office Box 2078  
Temecula California, 92593

Member Number: 7146

This is to certify that coverages listed below have been issued to the Member named above for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document. This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
<b>General Liability</b>	LCA-SDRMA-201617	7/1/2016	7/1/2017	Per Occurrence
Bodily Injury				\$ 2,500,000
Property Damage				\$ 2,500,000
Public Officials Personal				\$ 500,000
Employment Benefits				\$ 2,500,000
Employee/Public Officials E & O				\$ 2,500,000
Employment Practices Liability				\$ 2,500,000
Employee/Public Officials Dishonesty	EDC-SDRMA-201617			\$ 1,000,000
<b>Auto Liability</b>	LCA-SDRMA-201617	7/1/2016	7/1/2017	Per Occurrence
Auto Bodily Injury				\$ 2,500,000
Auto Property Damage				\$ 2,500,000
Uninsured Motorist	UMI-SDRMA-201617			Limits on File

Description: All listed coverage is in effect only for the time period specified.

Gregory S. Hall - Chief Executive Officer



# **OLD BUSINESS**



**Earth Day Celebration Faire – Temecula**  
**Vendor Registration Form**  
**Saturday, April 22, 2017**

**Description of Event:**

Outdoor Faire - 9:00 am to 3:30 pm

Location: Parking lot behind Stampede at 28721 Front Street, Old Town, Temecula CA 92590.

Free admissions to the public. All day entertainment, information booths, kid's games and contests. This is Sponsored by the Sierra Club SMG (Sierra Club Santa Margarita Group)

Vendor Name: TEAM RCD Contact: Carol Lee Brady

Address: P.O. Box 2018

City: Temecula State: CA Zip: 92592

Email: Carol.lee.brady@teamrkd.org

Phone(s): \_\_\_\_\_

☐ Business ☐ Arts and Craft ☐ Educational

☒ Non-Profit ☐ Game/Activity ☐ Food ☐ Other

Type of Booth and Description of Products or Services: We will pass out info

on the district and sell plants & trees for Earth Day

**Festival Information and Requirements:**

Please read carefully.

- 1. Booth space: 10 x 10; no electricity is provided.
- 2. You must provide your own tent, tables, etc.
- 3. Please provide a detailed description of your booth items on this form.
- 4. Vendors can check in between 6:30-8 am. Due to safety issues, arrivals after 8am may forfeit pre-assigned booth location and be assigned an alternate location.
- 5. Vehicles will not be allowed in the faire area after 8:15 am without permission of a faire official, and all vehicles must be removed from faire grounds by 8:30am.
- 6. Free parking is available Old Town Parking Garage, 28690 Mercedes St, or 2<sup>nd</sup> Street Parking at 42484-42910 2<sup>nd</sup> Street, Temecula.



- 7. Booths must be completely set up by 8:45 am The faire requests that all vendor booths remain open until 3:30 pm.
- 
- 8. Vendors will have from 3:30-4:30 pm to pack up. All vendors must be off faire grounds by 5:00 pm.
- 9. To prevent accident or injury, any vendor wishing to leave early MUST notify a faire official. With permission, booths that can be packed-up and 'walked-out" will be allowed to do so.
- 10. The vendor is responsible for leaving the vendor area in the condition that it was originally received, ie., removal of all debris, such as boxes and trash.
- All commercial vendors are required to show proof of liability insurance for \$1 million (standard), naming the City of Temecula, Temecula Community Services District and Successor Agency to the Temecula Redevelopment Agency as additionally insured, and all vendors must read and sign attached waiver of liability attached herewith.
- 11. Please fill out vendor registration completely.
- 12. Absolutely no unattended vehicles may be left on the faire grounds the night before the faire.
- 13. Vendor Registration Forms must be sent in by April 10, 2017.
- Send your application to Caren Hanson (Sierra Club Volunteer),
- 28474 Boardwalk Court, Menifee CA 92585. ([carenhanson@earthlink.net](mailto:carenhanson@earthlink.net))
- Make Check or Money order payable to SierraClubSMG.org, or pay with credit card. See options at bottom of this document.

**Waiver:** The Sierra Club SMG Faire reserves the right to refuse any vendor application. Should this occur, the fee will be refunded. The organizer, Sierra Club, shall provide insurance in the amount of one million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Event organizer/promoter shall provide evidence of Liability Coverage naming the City of Temecula, the Temecula Community Services District, the Successor Agency to the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers as additionally insured.

Vendor shall defend, save and hold harmless the City of Temecula, CA, Earth Day Celebration Faire, and the Sierra Club, their respective officers, agents, board members, staff, volunteers, sponsors and assigns from any loss or damage due to fire, accident, theft, weather, acts of God, vandalism or any other loss or injury whatsoever or not specifically described herein, whether past, present or future. Booths are not insured by the City of Temecula, the Earth Day Celebration Faire, or the Sierra Club or any sponsoring agents. Exhibitors must make provisions for safeguarding their goods. Exhibitors assume full liability for protecting, care and maintenance of exhibitor's



property. ANY VENDOR NOT HOLDING VALID LIABILITY INSURANCE EXHIBITS AT THEIR OWN RISK AND ASSUME ALL LIABILITY.

Please sign to acknowledge that you have read all the information, rules and regulations and agree to be bound by this contract.

Signed:  Date: 3/19/17

Each Vendor Spot measures: 10' x 10' (flexible, according to needs of vendor)

Commercial \$50      Non-Profit \$20      Sierra Club Member & Educators - Free

Enclose a check or money order made **payable to Sierra Club SMG**.

You can also pay via **credit card**. Fill out the form below.

PAYMENT METHOD:

☒ Check      ☐ Money Order      ☐ Paypal

For paypal accounts or to pay with a credit card, go to: **www.Paypal.com** and make payment to [SierraClubSMG@gmail.com](mailto:SierraClubSMG@gmail.com)

If you are not a member of Paypal but still wish to pay with a credit card, you can pay through Paypal. You don't need to sign up for membership. It's convenient and secure.



**RETURN COMPLETED FORM BY APRIL 1st, 2017 TO:**

Sierra Club SMG  
c/o Caren Hanson, Volunteer  
28474 Boardwalk Court  
Menifee CA 92585

Inquiries: 951-760-1131

[carenhanson@earthlink.net](mailto:carenhanson@earthlink.net)



Issue Date 04/22/2017	<b>NON-MEMBER'S CERTIFICATE OF COVERAGE</b>				1.02
<p>This is to certify that coverages listed below have been issued to the Member named below for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document.</p> <p>This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.</p>					
<b>Participating Member:</b> Temecula-Elsinore-Anza-Murrieta Resource Conservation District Post Office Box 2078 Temecula, CA 92593		<b>Member Number:</b> PLP-7146		<b>Entity Affording Coverage:</b> Special District Risk Management Authority 1112 'I' Street, Suite 300 Sacramento, California 95814 800.537.7790    www.sdrma.org	
<b>Type of Coverage</b>	<b>Policy Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Limits</b>	
<input checked="" type="checkbox"/> <b>General Liability</b> Personal Injury and Property Damage	LCA-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence    \$1,000,000	
Description: All listed coverage is in effect only for the time period specified. City of Temecula, Temecula Community Services District and Successor Agency to the Temecula Redevelopment Agency are named as additional covered parties with respect to the Earth Day Celebration Faire in Temecula, California.					
Cancellation: Should any of the above-described policies be cancelled before the expiration dates thereof, the issuing company will endeavor to mail 30 days written notice to the above-named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.					
Certificate Dates:	Effective Date 04/22/2017	Expiration Date 04/23/2017	Certificate Type:	<input checked="" type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee <input type="checkbox"/> Evidence of Coverage	
<b>CERTIFICATE HOLDER</b> City of Temecula 41000 Main Street Temecula, CA 92590			 Gregory S. Hall - Chief Executive Officer		



Special District Risk  
Management Authority

Maximizing Protection  
Minimizing Risk

1112 I Street, Suite 300  
Sacramento, California 95814-2865  
T 916.231.4141  
F 916.231.4111  
Toll-free 800.537.7790  
www.sdrma.org



*This endorsement changes the Liability Coverage Agreement. Please read it carefully.*

COVERAGE PERIOD: 4/22/2017 through 4/23/2017

**MEMBER AGENCY**

Temecula-Elsinore-Anza-Murrieta Resource Conservation District  
Post Office Box 2078  
Temecula, California 92593

**ADDITIONAL COVERED PARTY**

City of Temecula  
41000 Main Street  
Temecula, California 92590

**This endorsement modifies the Liability Coverage Agreement provided under the following:**

**Personal Injury and Property Damage Liability Coverage – General Liability**

General Issuer: Special District Risk Management Authority - Coverage LCA-SDRMA-2016-17  
Coverage Limits: \$1,000,000 per Occurrence

It is hereby agreed that this endorsement is added to the Liability Coverage Agreement issued to **Temecula-Elsinore-Anza-Murrieta Resource Conservation District** by Special District Risk Management Authority ("SDRMA") adding the following as an **Additional Covered Party**.

*City of Temecula, Temecula Community Services District and Successor Agency to the Temecula Redevelopment Agency are named as additional covered parties with respect to the Earth Day Celebration Faire in Temecula, California.*

The coverage afforded by this **ENDORSEMENT** shall be primary with respect to any other valid and collectible insurance **City of Temecula** may possess, including any self-insured retention **City of Temecula** may have, and any other insurance **City of Temecula** does possess shall be considered excess insurance only and shall not be called upon to contribute with this coverage but only with respect to liability arising out of the ongoing operations of the Member Agency named above and provided further that this coverage does not apply to the sole negligence of the additional covered party named above. Coverage shall not be extended for the active negligence of the additional named party in any case where an agreement to indemnify the additional named party would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

All other terms and conditions remained unchanged.

Coverage provided by this endorsement, under the terms, conditions and exclusions contained in the Liability Coverage Agreement issued by SDRMA to **Temecula-Elsinore-Anza-Murrieta Resource Conservation District** shall not be reduced or canceled without thirty (30) days written notice given to the **City of Temecula** via certified mail.

**THIS ENDORSEMENT CHANGES THE LIABILITY COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.**

The inclusion of more than one **Covered Party** shall not operate to impair the rights of one Covered Party against another Covered Party and the coverages afforded shall apply as though separate policies have been issued to each Covered Party except that the inclusion of more than one covered party shall not increase the limit of liability of SDRMA.

Effective date of this endorsement is: April 22, 2017

**SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY**

Signed by:

Gregory S. Hall, ARM  
Chief Executive Officer



**NEW BUSINESS**



RECORDING REQUESTED BY:

NORTH AMERICAN TITLE

AND WHEN RECORDED RETURN TO:

Jarne Valdez  
Lennar Homes of California, Inc.  
980 Montecito Drive, Suite 302  
Corona, CA 92879

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**DECLARATION OF COVENANTS AND RESTRICTIONS  
REGARDING CONSERVATION EASEMENT  
(BRIARWOOD, Tract No. 36497, Lot L)**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS REGARDING CONSERVATION EASEMENT ("***Covenant***") is made and entered into by LENNAR HOMES OF CALIFORNIA, INC., a California corporation ("***Declarant***"), as of this 5 day of August, 2015, with respect to the following:

**RECITALS**

A. Declarant is the developer of a residential subdivision within Tentative Tract No. 36497, in the City of Wildomar, County of Riverside, State of California, that is proposed to consist of approximately sixty-seven (67) residential lots and common area, to be known as "Briarwood," to be governed and managed by an incorporated homeowners association know as Briarwood in Wildomar Community Association ("***Association***"); and

B. The City of Wildomar ("***City***") has required Declarant to record a permanent conservation easement over portions of future common area lot L within Tract No. 36497 to be conveyed to the Association that requires the Association to preserve and maintain such conservation easement areas in accordance with a Habitat Management Plan dated September 26, 2014 ("***Habitat Management Plan***"); and

C. Declarant is recording this Covenant in order to comply with the requirements of the City.

D. Declarant is the fee title owner of that certain real property that is described on Exhibit "A" attached hereto and incorporated herein by this reference ("***Conservation Property***"), and has full power and authority to record this Covenant and to impose the below-described covenants and restrictions on said real property.



NOW, THEREFORE, Declarant hereby declares, covenants and agrees as follows:

1. **Incorporation of Recitals.** The foregoing Recitals of this Covenant are true and correct and are incorporated herein by this reference as if fully set forth.

2. **Conservation Easements and Restrictions.** The Conservation Property is those certain areas which are located within future common area Lot L, of Tentative Tract No. 36497 shown and described on **Exhibits "A" and "B"** attached hereto.

(a) The Conservation Property shall be subject to perpetual easements and restrictions as provided herein, for the preservation thereof in its natural condition, including, but not limited to prohibition of grading, building, use as detention, recreational purposes, or any other disturbance or modification of the property. However, fuel modification in accordance with the requirements and ordinances of the City and maintenance in accordance with the Habitat Management Plan shall be permitted on the Conservation Property.

(b) The Declaration of Covenants, Conditions and Restrictions to be recorded for the Briarwood community shall incorporate by reference this Covenant and shall require the Association to comply with the covenants and restrictions contained herein.

(c) Upon acceptance of said Lot L, the Association shall periodically monitor the condition of the Conservation Property, and if necessary enter upon the Conservation Property at reasonable times in order to determine its condition and compliance herewith, and to otherwise enforce the terms of this Covenant.

3. **Prohibited Uses.** Any activity on or use of the Conservation Property inconsistent with the purpose of this Covenant, by the Association, residents of the Briarwood Community, or any third party, is prohibited. Such prohibited uses, include, but are not limited to the following:

- (a) Watering or irrigation;
- (b) Use of herbicides, pesticides, biocides, fertilizers, or other agricultural chemicals or weed abatement activities, except as otherwise required by law with respect, for example, to vector control activities necessary for mosquito abatement/West Nile Virus abatement activities, and pest control activities, or as required by the Habitat Management Plan;
- (c) Use of off-road vehicles and use of any other motorized vehicles;
- (d) Livestock grazing or other agricultural activity of any kind;
- (e) Recreational activities including, but not limited to, horseback riding, hiking, biking and hunting;
- (f) Construction, reconstruction or placement of any building or other improvement, billboard, or sign, except posting signage regarding the conservation restrictions herein, or fencing to prevent intrusion;
- (g) Dumping, depositing, or accumulating soil, trash, ashes, refuse, waste, bio-solids or any other material;







**EXHIBIT "A"**  
**CONSERVATION PROPERTY**



**EXHIBIT "B"**  
**CONSERVATION PROPERTY**



# TEAM RCD 2017 DUE DILIGENCE APPLICATION PLANNING DOCUMENT

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## MAIN APPLICATION

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Listed as "application to hold and manage mitigation land" under this link - <https://www.wildlife.ca.gov/Conservation/Planning/Endowments>

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## ATTACHMENTS

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### Question F7 Attachment:

- IRS Determination Letter
  - *MP Notes:* does TEAMRCD have this? Including IERCD's letter for reference

### Question G17 Attachments:

- Vision Statement
  - *MP Notes:* IERCD used our strategic plan for this. Yours can be much, much shorter, possibly even sourced from something online. I can help you guys with this
- Enabling legislation (CA Public Resources Code Division IX)
  - *MP Notes:* I included Public Resources Code, Division IX that you can just use as yours
- Conservation Easement Policy
  - *MP Notes:* I included IERCD's; you can replace IERCD with TEAMRCD (or we can help you do that), then it must be board-approved
- Mitigation Program Policy
  - *MP Notes:* ditto to the above; however, ours is insanely long and I bet there is a shorter version available we could adapt for you guys

### Question H19 Attachments:

- Organizational brochure
  - *MP Notes:* optional
- Recent newsletter
  - *MP Notes:* optional
- Website/FB Screenshots, including board member information
  - *MP Notes:* you guys have this; just need to screenshot and insert into a Word document which we can help with

### Question I Attachments:

- 20:
  - Board members with officers identified
    - *MP Notes:* you guys already have this; we can screenshot and print
  - Board Member Biographies
    - *MP Notes:* these are easily added to your existing site – maybe something individual board members can email to the person who manages your website? It doesn't need to be more than a few sentences for each person



- Identification of and title of any persons directly or indirectly compensated in last 3 years
  - *MP Notes:* easy; no one on your board, right? I believe you guys have only been reimbursed but not compensated
- Compensation Reports for last 3 years
  - *MP Notes:* this is a report submitted annually to the State Controller's Office. I believe yours would be pretty straightforward since you guys have no paid employees. I have attached ours as examples
- 21:
  - Board member job description – Roles and Responsibilities of Directors/Policy 2020
    - *MP Comments:* I have include IERCD's; you would just need to edit and have the board approve
  - TEAMRCD Committees List
    - *MP Comments:* Do you guys have committees? If not, we can just omit this attachment
  - Last three years of roll call and board meeting minutes
    - *MP Comments:* I believe you have these in detail since you guys came on the board but not from prior years when the prior board members were in charge. If not, you can just include agendas and minutes from the time you guys took over
- 22:
  - Applicant's policies and guidelines for decisions concerning investments
    - *MP Notes:* can copy our policy and have approved by TEAMRCD board
  - Budget committee reports to the Board from the last three years
    - *MP Notes:* only applicable if you have a Budget Committee
- 25:
  - Conflict of Interest Policy
    - *MP Notes:* TEAMRCD can copy/have ours approved by Board
  - Conflict of Interest Policy acknowledgement form
    - *MP Notes:* TEAMRCD can copy and keep for their own files
- 26:
  - List of staff members and their CVs, volunteers, interns, consultants, etc.
    - *MP notes:* simple – only the current office manager
  - Annual work plans, annual evaluations, strategic plan evaluations, etc.
    - *MP Notes:* you probably do not have this; can review IERCD strategic plan and create one much, much simpler
  - Policy for evaluating personnel performance or description of how Applicant evaluates its programs
    - *MP Notes:* can copy/edit IERCD policy
- 27:
  - Financial statements and audits from last three years
    - *MP Notes:* I think you have this now, right?
- 28:
  - Financial reviews from last three years, Management letters and related correspondence that accompanied the most recent audit/review/compilation of Applicant's financial records
    - *MP Notes:* may or may not have this



- Minutes from the board meeting when the results of the audit/review/compilation of Applicant's financial records were presented
  - *MP notes:* again, may or may not have this, but you probably do

**Question J Attachments:**

- 30:
  - Investment policy
    - *MP Notes:* can copy/approve IERCD policy for TEAMRCD
  - Investment guidelines
- 31:
  - Most recent annual fiscal report(s) for endowments held for mitigation lands
    - *MP Notes:* I can put this together using a list of your properties
- 32:
  - Spending policy or spending rules
    - *MP Notes:* Easy IERCD policy copy/TEAMRCD board approval
- 33:
  - Income projections, budget planning documents, business plan for next 3 years
    - *MP Notes:* can create a modified version of this based on IERCD
- 35:
  - Last three years of bond or credit rating

**Question K Attachments:**

- 37
  - List of current properties
    - *MP Notes:* easy to create this
- 39:
  - Sample annual monitoring report
    - *MP notes:* easy; can use SAWA reports on properties
- 40:
  - Enforcement Policy/procedures
    - *MP Notes:* can copy/approve IERCD policy
- 42:
  - Conservation Easement Amendment Policy
    - *MP Notes:* can copy/approve IERCD policy