TEMECULA PUBLIC CEMETERY DISTRICT BOARD OF TRUSTEES REGULAR MEETING

41911 C STREET TEMECULA, CALIFORNIA 92592

May 23, 2019

8:00 a.m.

AGENDA- Estimated Time: 2-2 1/2 Hrs.

- 1. Call To Order:
- 2. Pledge of Allegiance: Led by Trustee Qualm
- 3. Roll Call

Chair Vanderhaak, Trustee Qualm, Trustee Davis, Trustee Reese, Trustee Dugan General Manager, Cindi Beaudet Legal Counsel, Steve Quintanilla, (Robert Lee by phone)

Motions To Excuse:

Visitors: Bill Morton, CSDA Finance Corporation

Nancy Hughes, Rancon Real Estate

Public Comments: Elizabeth Rubin

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

4. CLOSED SESSION ITEMS:

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to Government Code Section 54956.8)

Property: Assessor's Parcel Number 924-360-002, Temecula, CA 92592

Agency Negotiator: Nancy Hughes

Negotiating Parties: Mission Hills Development and Temecula Public Cemetery

District

Under Negotiation: Terms of payment

B.. Closed Session Announcement

5. Consent Calendar

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

A. Approval of Minutes

Recommendation: That the Board approve the minutes of the Regular Board Meeting of April 18, 2019.

B. Approval of Check Registers

Recommendation: That the Board approves the April 2019 Check Register Nos. 101100, 101200 and 101300.

C. Approval of Bookkeeper Report

Recommendation: That the Board receive and file the April 2019 Bookkeeper Reports.

6. Action Items

A. Proposed Budget 06/30/20

Recommendation: That the trustees review the first draft of the proposed budget.

B. CSDA- 2019 Election- Seat B

Recommendation: That the trustees read the bio on Director Tiegs and consider for upcoming election.

C. Memorial Day Celebration

Recommendation: Show of hands who will be attending.

Monday, May 27, 2019 @ 10:00am. Located in the bottom parking lot of the cemetery, Guest of honor and keynote speaker will be Supervisor Chuck Washington

7. Financial Report

- A. April 2019 Balance Sheet
- B. April 2019 Profit and Loss
- C. April 2019 Wells Fargo Investments; principle and interest

8. General Managers Reports

- A. April 2019 Revenues
- B. April 2019 Plot Inventories
- C. April Depletion
- D. April Calendar
- E. Keith Weaver- Government Financial Strategies 04-23-2019
- F. Project Manager, Don Turcotte
- G. Storm Game or Bowling

9. General Counsel Reports

10. Fiscal Year 2018-2019 Subcommittees

- A. 52 acre Cemetery Property (Dugan, Qualm)
- B. Landscape Plan (Vanderhaak, Reese)
- C. Cenotaph/ Ossuary (Reese, Davis)
- D. Investment (Vanderhaak, Dugan)
- E. Conference Liaison (Vanderhaak, Qualm)
- -Local Area Meeting: May 16, 2019
- F. Policies (Dugan, Reese)
- G. Trustee Dugan to review with BOT

Approved policy # 1037, Contractor Policy

H. General Price List (Vanderhaak, Davis)

11. Future Trustee Agenda Items:

Interview General Contractors

12. Board Comment:

Managers Review

13. Announcements:

Annual Meeting June 20, 2019- Temecula Library- 8:00 am

14. Adjournment Time:

1st Motion

2nd Motion

Time:

Next Regular Board Meeting – June 20, 2019 – Temecula Library

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

All supporting documentation is available for public review at the Temecula Public Cemetery District Office located at 41911 C Street, Temecula, California during regular business hours, 8:00 a.m. – 4:30 p.m., Monday through Friday. Or at www.temeculacemetery.org

Posted May 21, 2019

TEMECULA PUBLIC CEMETERY DISTRICT BOARD OF TRUSTEES REGULAR MEETING

41911 C STREET TEMECULA, CALIFORNIA 92592

April 18, 2019

8:00 a.m.

MINUTES

- 1. Call To Order: 8:00 A.M.
- 2. Pledge of Allegiance: Led by Trustee Davis
- 3. Roll Call

Chair Vanderhaak, Trustee Qualm, Trustee Davis, Trustee Reese, Trustee Dugan General Manager, Cindi Beaudet (Legal Counsel, Steve Quintanilla, Robert Lee by phone) Foreman, Joe Sands

Motions To Excuse: None

Visitors: Nancy Hughes, Rancon Real Estate

Public Comments: 8:01-8:02

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

4. CLOSED SESSION ITEMS:

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to Government Code Section 54956.8)

Property: Assessor's Parcel Number 924-360-002, Temecula, CA 92592

Agency Negotiator: Nancy Hughes

Negotiating Parties: Mission Hills Development and Temecula Public Cemetery

District

Under Negotiation: Terms of payment

B. Existing Litigation (Paragraph (1) of Subdivision (d) of Section 54956.9) Case name unspecified: (Disclosure of Case Name May Jeopardize Existing Settlement Negotiations)

C. Closed Session Announcement: No reportable action

5. <u>Consent Calendar:</u> Motion by Trustee Reese to accept the consent calendar as presented, seconded by Trustee Dugan and passed 5/0.

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

A. Approval of Minutes

Recommendation: That the Board approve the minutes of the Regular Board Meeting of March 21, 2019.

B. Approval of Check Registers

Recommendation: That the Board approves the March 2019 Check Register Nos. 101100, 101200 and 101300.

C. Approval of Bookkeeper Report

Recommendation: That the Board receive and file the March 2019 Bookkeeper Reports.

6. Action Items

A. <u>CAPC Membership:</u> Motion by Trustee Dugan to keep the membership in good standing, seconded by Trustee Reese and passed 5/0.

Recommendation: That the Trustees discuss the benefits of attending the CAPC conferences. Do the Trustees wish to keep the membership in support of CAPC?

Membership dues: \$284.00 due January 2020.

B. <u>CSDA- Legislation Days:</u> Motion was made by Trustee Davis to receive and file, seconded by Trustee Qualm and passed 5/0.

Recommendation: May 20-22, 2019, Reservations have been made, hotel is booked, flights paid. Trustees in attendance; Trustee Vanderhaak, Trustee Qualm, Trustee Dugan, General Manager, Cindi Beaudet.

C. <u>Insurance Providers Property/Liability</u>: Reviewed GSRMA proposal, no action.

Recommendation: For the Trustees to review.

D. <u>Assembly Bill 1486, Letter of opposition</u>: Motion was made by Trustee Reese to receive and file, seconded by Trustee Qualm and passed 5/0.

Recommendation: For the Trustees to review and file.

E. <u>Policy 1030- Adoption/ Amendment of Policies</u>: Motion was made by Trustee Reese to receive the corrections to policy # 1030, seconded by Trustee Davis and passed 5/0.

Recommendation: Corrections made, BOT to approve.

- 7. <u>Financial Report:</u> Motion was made by Trustee Dugan to receive and file the March Financials, seconded by Trustee Davis and passed 5/0.
- A. March 2019 Balance Sheet
- B. March 2019 Profit and Loss
- C. March 2019 Wells Fargo Investments; principle and interest

- 8. <u>General Managers Reports</u>: Motion was made by Trustee Reese to receive and file the General Managers report, seconded by Trustee Qualm and passed 5/0.
 - A. March 2019 Revenues
 - B. March 2019 Plot Inventories
 - C. March Depletion
 - D. March Calendar
 - E. Collection of 700 forms- Trustee Davis, Trustee Reese
 - F. Reaching out to dry utility companies
 - G. Keith Weaver- Government Financial Strategies 04-23-2019
 - H. CSDA Construction loan
 - 9. General Counsel Reports: None

10. Fiscal Year 2018-2019 Subcommittees

- A. 52 acre Cemetery Property (Dugan, Qualm)
- B. Landscape Plan (Vanderhaak, Reese)
- C. Cenotaph/ Ossuary (Reese, Davis)
- D. Investment (Vanderhaak, Dugan)
- E. Conference Liaison (Vanderhaak, Qualm)-
 - 1. SDLF- San Diego- April 08-09, 2019
- F. Policies (Dugan, Reese)
- G. Trustee Dugan to review with BOT

Approved policy # 1035, Policies and Standard Practices

H. General Price List (Vanderhaak, Davis)

11. Future Trustee Agenda Items:

Interview General Contractors
Project Managers- Get a contract for them to sign
Lenders

12. Board Comment:

13. Announcements:

Annual Meeting June 20, 2019- Temecula Library- 8:00 am Local Area Meeting- May 16, 2019- Pomerado Cemetery District

14. Adjournment Time:

1st Motion 2nd Motion to change May meeting date

1st Motion: Trustee Reese 2nd Motion to adjourn Trustee Davis

Adjourned @ 9:51 a.m.

Next Regular Board Meeting - May 23, 2019

Register: 101100 · US Bank Checking From 04/01/2019 through 04/30/2019 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	С	Deposit	Balance
04/01/2010	7407	US Bank	201100 · Accounts Pay	CC	7,319.87	У		65,777.44
04/01/2019	7407	US Balik	101200 · US Bank Pay	_	9,827.98			55,949.46
04/01/2019	7400	Civili Describe	·	Payroll	135.66			55,813.80
04/02/2019	7408	Cindi Beaudet	201100 · Accounts Pay	Automotio with	35.64			
04/08/2019			515100 · Life Insuranc	Automatic with				55,778.16 55,348.94
04/09/2019	7409	Crowne Hill Consulti	,	11902/11903/1	429.22			,
04/09/2019	7410	EcoFert Inc	201100 · Accounts Pay		490.00			54,858.94
04/09/2019	7411	Glennes Office Prod	201100 · Accounts Pay	1905361-0	46.71			54,812.23
	7412	Hank's Hardware &	201100 · Accounts Pay		11.96			54,800.27
04/09/2019	7413	Protection One (corp)	201100 · Accounts Pay		296.74			54,503.53
04/09/2019	7414	Prudential Overall Su	201100 · Accounts Pay		207.40			54,296.13
04/09/2019	7415	Sparkletts	201100 · Accounts Pay		92.65			54,203.48
04/09/2019	7416	Sun City Granite	201100 · Accounts Pay	12132	125.00			54,078.48
04/09/2019	7417	Temecula Valley Pip	201100 · Accounts Pay		122.93	X		53,955.55
04/09/2019	7418	Michael Dugan	201100 · Accounts Pay		285.25	X		53,670.30
04/09/2019	7419	CR&R Incorporated	201100 · Accounts Pay	1099033	258.12	X		53,412.18
04/09/2019	7420	Standard Insurance C	201100 · Accounts Pay	160-513170-00	429.76	X		52,982.42
04/09/2019	7421	Wildlife Control Ser	201100 · Accounts Pay	WL2890	450.00	X		52,532.42
04/09/2019	7422	Law Offices Of Quin	201100 · Accounts Pay		1,612.83			50,919.59
04/09/2019	7423	Law Offices Of Quin	201100 · Accounts Pay		2,070.00			48,849.59
04/09/2019	7424	Law Offices Of Quin	201100 · Accounts Pay		2,055.00			46,794.59
04/10/2019	7425	Joe Sands.	201100 · Accounts Pay		173.99	X		46,620.60
04/10/2019	7426	Rosie Vanderhaak	201100 · Accounts Pay		86.31	X		46,534.29
04/11/2019	AJE564		101200 · US Bank Pay	Monthly autom	411.30	X		46,122.99
04/12/2019			101100G · Cash - Gen	Deposit		X	43,052.29	89,175.28
04/12/2019			523290 · Bank Charges	Bank Monthly	21.00	X		89,154.28
04/12/2019	04102019	CalPers 457 Plan	201100 · Accounts Pay	CalPers 457	1,151.82	X		88,002.46
04/12/2019			101200 · US Bank Pay	*Payroll	9,233.73	X		78,768.73
04/15/2019	7427	Michael Dugan	201100 · Accounts Pay	_	71.84	X		78,696.89
	7428	Metlife	201100 · Accounts Pay	Dental Insurance	62.77			78,634.12
04/16/2019	7429	Agape Construction	201100 · Accounts Pay	V-Ditch and Se	2,700.00			75,934.12
	7430	Automated gate servi	201100 · Accounts Pay		140.00	X		75,794.12
04/16/2019	7431	Southern California	201100 · Accounts Pay		257.64			75,536.48
04/16/2019		Downs Energy	201100 · Accounts Pay		183.13			75,353.35
04/22/2019		Dale Qualm.	201100 · Accounts Pay	02,0001	153.77			75,199.58
04/24/2019	7432	Date Quanti.	101200 · US Bank Pay	Funds Transfer	10,000.00	x		65,199.58
	7433	George Kramer	201100 · Accounts Pay		2,000.00	73		63,199.58
04/29/2019		Sarah Delarosa.	201100 · Accounts Pay	roparonase 5 I	200.00			62,999.58
04/29/2019	7434	Saran Delatusa.		Payroll		v		
04/29/2019	alast	ColDoro 457 Diam	101200 · US Bank Pay	-	9,654.29			53,345.29
04/30/2019	elect	CalPers 457 Plan	201100 · Accounts Pay		1,151.82	Λ		52,193.47
04/30/2019	/435	California Public Em	201100 · Accounts Pay	/490021932	4,920.29			47,273.18

Register: 101100 · US Bank Checking From 04/01/2019 through 04/30/2019 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
							
04/30/2019	7436	Cary Schroeder Cont	201100 Accounts Pay	2019-2077	977.41		46,295.77
04/30/2019	7437	County of Riverside I	201100 Accounts Pay		160.05		46,135.72
04/30/2019	7438	Linda Glau CPA	201100 Accounts Pay	Accounting	525.00		45,610.72
04/30/2019	7439	Metlife	201100 Accounts Pay	KMO5754030	62.77		45,547.95
04/30/2019	7440	Prudential Overall Su	201100 Accounts Pay	130895753/13	207.40		45,340.55
04/30/2019	7441	Sparkletts	201100 Accounts Pay	5728175 032419	91.90		45,248.65
04/30/2019	7442	Streamline	201100 Accounts Pay	99877	50.00		45,198.65
04/30/2019	7445	Cindi Beaudet	201100 Accounts Pay		228.49		44,970.16
04/30/2019			101300 US Wash Ac	Funds Transfer		500.00	45,470.16

Register: 101200 · US Bank Payroll From 04/01/2019 through 04/30/2019 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
<u> </u>								
04/01/2019			101100 4 US Bank Che	Funds Transfer		X	9,827.98	10,244.32
04/05/2019	AJE562		510040 Regular Salar	Green Cash Re	6,986.74	X		3,257.58
04/05/2019	AJE562		510040 Regular Salar	Green Cash Re	2,686.22	X		571.36
04/05/2019	AJE562		510040 Regular Salar	Monthly charg	155.02	X		416.34
04/11/2019	AJE564		101100 US Bank Che	Monthly autom		X	411.30	827.64
04/12/2019			101100 · US Bank Che	Funds Transfer		X	9,233.73	10,061.37
04/15/2019	AJE566		525030 Paychex HR		414.15	X		9,647.22
04/19/2019	AJE565		510040 Regular Salar	Green Cash Re	6,534.03	X		3,113.19
04/19/2019	AJE565		510040 Regular Salar	Green Cash Re	2,555.03	X		558.16
04/19/2019	AJE565		510040 Regular Salar	Monthly charg	144.67	X		413.49
04/19/2019	AJE565		510040 Regular Salar	Green Cash Re	786.82	X		-373.33
04/19/2019	AJE565		510040 Regular Salar	Green Cash Re		X	159.66	-213.67
04/19/2019	AJE565		510040 Regular Salar	Monthly charg		X		-213.67
04/22/2019	AJE566		101200 US Bank Pay	Bank Fee Char			36.00	-177.67
04/22/2019	AJE566		101200 US Bank Pay	Bank Fee Char	36.00			-213.67
04/24/2019			101100 US Bank Che	Funds Transfer		X	10,000.00	9,786.33
04/29/2019			101100 US Bank Che	Funds Transfer		X	9,654.29	19,440.62

Register: 101300 · US Wash Account From 04/01/2019 through 04/30/2019 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
04/30/2019			100499 * Revenues to	Deposit	X	100.00	8,516.54
04/30/2019			-split-	Deposit	X	13,550.00	22,066.54
04/30/2019	2221	County of Riverside	-split-	VOID:	X		22,066.54
04/30/2019	2222	County of Riverside	-split-		14,850.00		7,216.54
04/30/2019	7443	miscellaneous	116137 Miscellaneou	VOID:	X		7,216.54
04/30/2019	7444	miscellaneous	116137 Miscellaneou	VOID:	X		7,216.54
04/30/2019			101100 WS Bank Che	Funds Transfer	500,00		6,716.54

Date: 05/02/2019



On-Site Tasks Performed:

X Reconcile three US Bank Cash Accounts

X Reconcile four County Cash Accounts

X Enter Property Tax Deposits as Necessary

X Balance Voucher to County

X Journal activity and Reconcile two Wells Fargo Advisors Accounts using WFA Balancing spreadsheet.

X Save the WFA Account Statements for the auditor

X Reconcile two WFA interest receivable accounts

X Print WFA Snapshot- for Board Packets

X Verify check sequence is intact.

7409-7448

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

7449 US Bank \$4371.59 Credit Card OK

7435 Cal Pers \$4920.29 Health Insurance OK

7429 Agape Constructon \$2700.00 Septic Riser, V Ditch, Curb Cutting OK

X Verify all checks to the GM have two signatures.

7445 04/30/19 \$228.49 Mileage OK

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

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

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

X Update Endowment Allocation Schedule.

X Update Wash Account Analysis. Cash Subledgers not yet available

X Update Prepaid subledger and validate QB information.

X Read Agenda and Minutes of the previous Board Meeting.

Items to note:

Continue work on 2019-2020 Budget

Open items:

		Approved Budget FYE 06/30/19	Proposed Budget FYE 06/30/20	Notes on the Figures
Ordinary Income/Ex	pense			
Income				
700	0001 · Property Taxes			
	700020 · Prop Tax Current Secured	583,000.00	563,500.00	Because the curent estimated is
	701020 · Prop Tax Current Unsecured	23,000.00	25,000.00	very close to the prior year budget,
	703000 · Prop Tax Prior Unsecured	1,000.00	1,000.00	we will leave the total tax
	704000 · Prop Tax Curr Supplemental	3,500.00	10,000.00	budget the same as the prior year.
	705000 · Prop Tax Prior Supplemental	500.00	3,500.00	We have better mid-year information
	706000 · Teeter Settlement	10,000.00	10,000.00	on the allocations, so we will update
	707000 · RDA Apportionment	0.00	0.00	the allocations among the taxes.
	752800 · CA-Homeowners Tax Relief	4,500.00	7,000.00	
	770100 · Property Tax - SBE	4,500.00	10,000.00	
To	tal 700001 · Property Taxes	630,000.00	630,000.00	
740	0020 · Interest and Dividend Income			
	740020G · Interest on General Fnd at Cnty	10,000.00	14,500.00	Increased to more closely matched current estimated
	740020E · Interest on Endow Fnd at County	500.00	3,000.00	Increased to more closely matched current estimated
	740020O · Interest on ACO at County	9,000.00	22,000.00	Increased to more closely matched current estimated
	740021 · Interest - Wells Fargo Advisors	35,000.00	45,000.00	Increased to more closely matched current estimated
	740022 · Dividend Income - WFA	5,500.00	5,500.00	Increased to more closely matched current estimated
То	tal 740020 · Interest and Dividend Income	60,000.00	90,000.00	
770	0001 · Other Revenue			
	770100E · Endowment	150,000.00	175,000.00	Increased to more closely matched current estimated
	777030 · Marker Setting	10,000.00	10,000.00	Estimated at just under current year estimated
	777040 · Open, Close Fees	36,000.00	38,000.00	Increased to more closely matched current estimated
	777520 · Sale of Lots	60,000.00	70,000.00	Increased to more closely matched current estimated



	Approved Budget FYE 06/30/19	Proposed Budget FYE 06/30/20	Notes on the Figures
777530 · Cremation	11,000.00	15,000.00	Increased to more closely matched current estimated
777600 · Cenotaph	500.00	300.00	Immaterial budget - limited activity anticipated
780160 · Vaults, Flower Vases, etc.	11,000.00	12,000.00	Increased to more closely matched current estimated
781360 · Other Misc. Revenue	200.00	500.00	Immaterial budget - limited activity anticipated (included petty cash income)
Total 770001 · Other Revenue	278,700.00	320,800.00	
Total Income	968,700.00	1,040,800.00	
Expense			
510000 · Salaries and Employee Benefits			
510040T · Regular Salaries.			
510040 · Regular Salaries	230,000.00	246,300.00	Based on Wage Modeling
510330 · Year End Bonuses	5,000.00	5,000.00	Based on Wage Modeling
515100 · Life Insurance Policy	450.00	450.00	Same as Prior Year - GM Only
Total 510040T · Regular Salaries.	235,450.00	251,750.00	
513000T · Retirement - Miscellaneous			
518000 · Employer Contributions-457	15,000.00	12,500.00	Based on Wage Modeling
551000 · Employee Contributions	0.00	0.00	Should be zero
Total 513000T · Retirement - Miscellaneous	15,000.00	12,500.00	
513120T · Retirement - Social Security			
513120 · Social Security	15,000.00	16,000.00	Based on Wage Modeling
513140 · Medicare Tax	3,500.00	4,000.00	Based on Wage Modeling
Total 513120T · Retirement - Social Security	18,500.00	20,000.00	
515080T · Health Insurance (eer share)			
515081 · Health Insurance	62,000.00	67,000.00	Based on Wage Modeling
515082 · Vision Insurance	1,100.00	1,100.00	Based on Wage Modeling
515083 · Dental Insurance	4,400.00	4,400.00	Based on Wage Modeling

	Approved Budget FYE 06/30/19	Proposed Budget FYE 06/30/20	Notes on the Figures
Total 515080T · Health Insurance (eer share)	67,500.00	72,500.00	
515260T · Unemployment Insurance			
517000 · Workers Comp Insurance	16,000.00	17,000.00	Based on Wage Modeling
515060 · State Unemployment Ins EDD	1,000.00	1,000.00	Unknown - Budget for same as previous year
513130 · CA SUI	3,000.00	3,000.00	Budget close to actual
Total 515260T · Unemployment Insurance	20,000.00	21,000.00	
Total 510000 · Salaries and Employee Benefits	356,450.00	377,750.00	
520000 · Services and Supplies			
529540T · Utilities			
520320 · Telephone Service	3,400.00	2,400.00	Aerosurf - Phone, Internet - \$200 month
520845 · Trash	3,300.00	3,300.00	Budget close to actual
529500 · Electricity	5,000.00	5,000.00	Budget close to actual
Total 529540T · Utilities	11,700.00	10,700.00	
524520T · Administrative Expenses			
518160 · Board Stipend	15,000.00	12,000.00	5 trustees, 12 meetings per year plus 3 local meetings No payments for conference
520115∍ Uniforms - Replacement Clothing	1,800.00	3,100.00	Boots - \$200 per employee, \$207/mo for uniforms
520230 · Cellular Phone	4,500.00	3,100.00	Budget close to actual
520240 · Answering Service	2,800.00	0.00	No longer have service
520705 · Food	1,200.00	1,100.00	Decrease slightly to come closer to actual
520930 · Insurance - Liability	9,200.00	9,500.00	Increase slightly as actual cost is unknown
523100 · Memberships	2,200.00	2,600.00	Budget close to actual
523290 · Bank Charges	350.00	350.00	Budget close to actual
523621 · Subscriptions	400.00	2,000.00	Budget close to actual plus annual Cemsites subscription \$1760
523660 · Computer Service	7,500.00	8,000.00	Budget close to actual
523700 · Office Supplies	2,600.00	2,000.00	Decrease slightly to come closer to actual

	Approved Budget FYE 06/30/19	Proposed Budget FYE 06/30/20	Notes on the Figures
523720 · Photocopies	2,700.00	2,400.00	Decrease slightly to come closer to actual
523760 · Postage/Mailing	1,100.00	1,000.00	Decrease slightly to come closer to actual
523840 · Computer Equip/Software/T1	4,000.00	3,500.00	Decrease slightly to come closer to actual
524520 · County Journal Recording	2,400.00	2,000.00	\$160 each month
524540 · Payroll Processing Services	3,800.00	4,200.00	Increase slightly to come closer to actual
524560 · Auditing	12,000,00	12,000.00	Budget close to actual
524561 · Accounting	7,400.00	7,500.00	Budget close to actual with 5% increase
524566 · Temp for e-File	10,000.00	9,000.00	Project not yet started - estimated cost
524800 · Drug Testing/Pre-Employment	600.00	200.00	Estimated cost for one new employee
525025 · Legal - General Counsel	50,000.00	30,000.00	Decreased estimates as we anticipate less legal issues on the land
525030 · Paychex HR Support	5,000.00	5,400.00	Estimated \$450 monthly
526420 · Advertising	1,500.00	1,800.00	Decrease slightly to come closer to actual
527280 · Awards/Recognition	900.00	0.00	None anticipated
527880 · Training/ Staff	3,500.00	3,500.00	Toastmasters for Admin, Irrigation and Constructon for Foreman
528140 · Conferences and Meetings	42,000.00	47,000.00	Budget same as prior year plus \$5k for Board Assessment
528980 · Meals	2,000.00	2,000.00	Budget same as prior year
528990 · Semi-Annual Team Dinner	3,600.00	3,600.00	Budget same as prior year
529040 · Private Mileage Reimbursement	2,500.00	2,500.00	Budget same as prior year
529050 · Website	1,000.00	1,000.00	Budget same as prior year
529550 · Water	1,600.00	1,600.00	Budget same as prior year
Total 524520T · Administrative Expenses	205,150.00	183,950.00	
524500T · Operational Expenses.			
521420 · Maint-Field Equipment	10,000.00	10,000.00	Budget same as prior year
522310 · Maint-Building Improvements	2,500.00	2,500.00	Budget same as prior year
522320 · Maint - Grounds	14,000.00	17,000.00	New company coming in to kill clover - \$7k annually

	Approved Budget FYE 06/30/19	Proposed Budget FYE 06/30/20	Notes on the Figures
522360 · Maintenance-Extermination	6,000.00	6,000.00	Budget same as prior year
523250 · Repurchase	3,500.00	3,500.00	Budget same as prior year
523800 · Engraving Expense	1,500.00	1,600.00	Higher due to new niche wall
525320 · Security Guard Services	250.00	250.00	Budget same as prior year
525600 · Security	3,600.00	3,600.00	Budget same as prior year
527100 · Fuel	2,500.00	2,500.00	Budget same as prior year
527180 · Operational Supplies	14,000.00	14,000.00	Budget same as prior year
528020 · Inventory	10,000.00	10,500.00	Increase slightly to come closer to actual
Total 524500T · Operational Expenses.	67,850.00	71,450.00	
Total 520000 · Services and Supplies	284,700.00	266,100.00	
530000 · Other Charges			
535540T · Depreciation Building			
585000 · Depreciation	0.00	0.00	We do not budget for Depreciation
Total 535540T · Depreciation Building	0.00	0.00	
530100 · Miscellaneous non-operating exp	4,000.00	3,000.00	Decreased slightly to come closer to actual
530100E · Misc Endowment Expense	0.00	0.00	We do not budget for Misc Endowment Expense
Total 530000 · Other Charges	4,000.00	3,000.00	
540000 · Capital Assets			
542060T · Cemetery Grounds			
542040 · Buildings, Capital Projects	135,000.00	135,000.00	Budget same as prior year
542060 · Improvements -Building	6,000.00	6,000.00	Budget same as prior year
542065 · Tree Renovaton	5,000.00	17,250.00	Increased due to Estimates for Tree Maintenance

	Approved Budget FYE 06/30/19	Proposed Budget FYE 06/30/20	Notes on the Figures
542300 · Office Renovation	6,000.00	6,000.00	Budget same as prior year
542060T · Cemetery Grounds - Other	6,000.00	6,000.00	Budget same as prior year
Total 542060T · Cemetery Grounds	158,000.00	170,250.00	
540040T · Land, Purchase of Land			
540042 · Future Cemetery Property	200,000.00	150,000.00	Unknown costs
Total 540040T · Land, Purchase of Land	200,000.00	150,000.00	
546020T · Equipment, etc			
542070 · Well Motor	75,000.00	75,000.00	Budget same as prior year
546020 · Equipment Automotive	17,000.00	17,000.00	Budget same as prior year
546240 · Mapping Software	7,000.00	7,000.00	Budget same as prior year
Total 546020T · Equipment, etc	99,000.00	99,000.00	
Total 540000 · Capital Assets	457,000.00	419,250.00	
551100E · Cont to Other Funds - End	173,550.00	218,950.00	** This will be a 'plug' to make the Net Ordinary Income equal Negative Total 540000 Capital Assets
551100G · Cont to Other Funds - Gen	150,000.00	175,000.00	**This must equal 770100E
Total Expense	1,425,700.00	1,460,050.00	
Net Ordinary Income	-457,000.00	-419,250.00	
Other Income/Expense			
Other Income			
731000 · Realized Gain (Loss) on Invest	0.00	0.00	We do not budget for Realized Gain/Loss
731100 · Unrealized Gain (Loss) on Invst	0.00	0.00	We do not budget for Unrealized Gain/Loss
Total Other Income	0.00	0.00	
Net Other Income	0.00 -457,000.00	0.00 -419,250.00	
Total 540040T · Land, Purchase of Land 546020T · Equipment, etc 542070 · Well Motor 546020 · Equipment Automotive 546240 · Mapping Software Total 546020T · Equipment, etc Total 540000 · Capital Assets 551100E · Cont to Other Funds - End 551100G · Cont to Other Funds - Gen Total Expense Net Ordinary Income Other Income/Expense Other Income 731000 · Realized Gain (Loss) on Invest 731100 · Unrealized Gain (Loss) on Invst	200,000.00 75,000.00 17,000.00 7,000.00 99,000.00 173,550.00 150,000.00 1,425,700.00 -457,000.00 0.00 0.00	150,000.00 75,000.00 17,000.00 7,000.00 99,000.00 419,250.00 175,000.00 -419,250.00 0.00 0.00 0.00 0.00	Budget same as prior year Budget same as prior year Budget same as prior year ** This will be a 'plug' to make the Net Ordinary Income equal Negative Total 540000 Capital Assets **This must equal 770100E We do not budget for Realized Gain/Loss



10440 Ashford Street, Rancho Cucamonga, CA 91730-2799 P.O. Box 638, Rancho Cucamonga, CA 91729-0638 (909) 987-2591 Fax (909) 476-8032

John Bosler Secretary/General Manager/CEO

April 19, 2019

Ms. Cindi Beaudet Temecula Public Cemetery District 41911 C St Temecula, CA 92592-3053

Dear Ms. Beaudet,

It is with great pleasure that I forward for your consideration a candidate statement for Director Kathleen Tiegs who is seeking your support for the Southern Network (Seat B) of the California Special Districts Association Board of Directors.

Director Tiegs has served admirably on the Cucamonga Valley Water District Board of Directors since 2005. She is actively involved in CSDA, as well as with the Association of California Water Agencies, and has served in numerous leadership positions with both organizations.

Attached you will find a candidate's statement summarizing some of her many accomplishments. You will also get a true sense of her integrity as a leader and her passion as an advocate for special districts throughout California. Also, Director Tiegs will attend Special Districts Legislative Days being held in Sacramento May 21-22, 2019 if you would like to meet her in person and discuss her commitment to serving you and your district.

I encourage you to forward this information to your Board of Directors and consider supporting her candidacy for the 2019 elections which will take place June 17th to August 9th. Please do not hesitate to contact me, if you need additional information or if you would like her to contact your Board of Directors. Thank you for your consideration in this matter.

Sincerely,

John Bosler

General Manager/CEO

John Boler

Kathleen J. Tiegs

2020-2022 California Special Districts Association Board of Directors, Southern Network, Seat B



I am pleased to share with you my interest in serving as the Southern Network, Seat B, representative for the California Special Districts Association (CSDA) Board of Directors. Through my involvement with CSDA since 2011, I have served with great passion and commitment on the Board of Directors, and the Membership, Legislative, and By-laws Committees.

My experience on the Cucamonga Valley Water District (CVWD) Board of Directors has provided me with a solid foundation to lead. Elected to the CVWD in November 2005, I have served as the Board President and currently serve on the Legislative and Outreach, and Human Resources/Risk Management Committees. From 2014 to 2017 I was honored to serve in the capacity of President and Vice President of the Association of California Water Agencies (ACWA). My duties at ACWA provided me the extremely valuable opportunity to effectively dialogue with special districts across the state on the important issues they are facing and how we can solve them.

I also served on the Association of San Bernardino County Special Districts Board of Directors from 2010 – 2015 where I developed a network of colleagues in a variety of agencies with a common goal of serving the needs of our constituents. There are numerous critical issues that confront special districts today; these challenges will require strong, experienced leadership, as well as a commitment to preserving the special district's mission to make communities better by providing core local services and taking action through community collaboration.

Thank you for allowing me to share with you my experience, leadership and knowledge. I look forward to serving you and the entire CSDA organization.

With Best Regards,

MEMORIAL DAY SERVICE MAY 27, 2019, 10:00 A.M.

The Temecula Public Cemetery District in collaboration with Knights of Columbus Padre Pio Assembly #2247 would like to extend an invitation to their 16th Annual Memorial Day Celebration.

Guest of Honor and keynote speaker will be Riverside County Supervisor Chuck Washington.

Please join us as we pay respect to all our
Veterans buried at the Temecula Cemetery as well as
a special tribute to the family of
Mr Richard "Jim" Balser our last Veteran interred.

Located at 41911 C Street, Temecula, CA 92592



Temecula Public Cemetery District Balance Sheet

As of April 30, 2019

<u></u>			
	Apr 30, 19	Apr 30, 18	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
101100 · US Bank Checking	45,470.16	47,466.97	
101200 · US Bank Payroll	19,440.62	9,841.18	
101300 · US Wash Account	6,716.54	21,969.61	
101100C · Cash -Accumulative Outlay Fu	1,944,134.86	1,583,959.66	
101100E · Cash - Endowment Fund	122,997.28	260,500.15	
1011004 · Cash - Retirement	180.00	180.00	
101100G · Cash - General	901,460.91	990,114.96	
Total Checking/Savings	3,040,400.37	2,914,032.53	126,367.84
Other Current Assets			
102000 · Wells Fargo Investments			
102010 · Wells Fargo Endowment C	2,078,241.75	1,728,107.55	
102020 · Wells Fargo Endowment Ir_	702,787.71	639,412.62	
Total 102000 · Wells Fargo Investments	2,781,029.46	2,367,520.17	413,509.29
112011 · Inventory Asset	33,999.00	36,755.00	
100499 · Revenues to Deposit with Coun	1,700.00	0.00	
116100 · Interest Receivable			
116100P · Interest Receivable - End	9,678.33	7,657.81	
116100l · Interest Receivable - End	4,471.52	3,776.72	
Total 116100 · Interest Receivable	14,149.85	11,434.53	2,715.32
116137 · Miscellaneous Receivable	1,150.49	0.00	
117000 · PrePaid Expenses	7,957.75	7,544.12	
Total Other Current Assets	2,839,986.55	2,423,253.82	416,732.73
Total Current Assets	5,880,386.92	5,337,286.35	543,100.57
Fixed Assets			
191650 · Intangible Assets	8,970.00	8,970.00	
191000 · Future Cemetery Property	2,602,968.20	2,600,946.20	
191100 · Buildings and Improvements	285,226.07	265,726.07	
191400 · Structures and Improvements	382,158.03	382,158.03	
191500 · Equipment	178,031.48	178,031.48	
191600 · Construction in Process	48,300.00	0.00	
191700 · Non-Depreciable Assets	77,561.02	77,561.02	
191800 · Grounds Improvements	12,379.50	9,190.00	

Temecula Public Cemetery District Balance Sheet

As of April 30, 2019

-			
	Apr 30, 19	Apr 30, 18	\$ Change
191900 · Paving 2015	143,560.00	143,560.00	
198100 · Accumulated Depreciation - Bldg	-100,577.10	-87,179.99	
198400 · Accumulated Depr - Struct/Imp	-195,727.62	-177,687.85	
198500 · Accum Depr - Equipment	-158,862.47	-147,102.12	
198800 · Accum Depr- Grnd Imp	-1,608.25	-1,148.75	
198900 · Accum Depr-Pav 15	-22,526.02	-15,348.02	
Total Fixed Assets TOTAL ASSETS	3,259,852.84 9,140,239.76	3,237,676.07 8,574,962.42	22,176.77 565,277.34
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
201100 · Accounts Payable	5,519.61	8,922.10	
Total Accounts Payable	5,519.61	8,922.10	
Other Current Liabilities			
212200 · Accrued Vacation Pay	10,950.70	12,155.92	
Total Other Current Liabilities	10,950.70	12,155.92	
Total Current Liabilities	16,470.31	21,078.02	
Total Liabilities	16,470.31	21,078.02	
Equity			
308100 - General Reserve	180.00	180.00	
308135 - Reserve for Endowments	1,706,833.63	1,706,833.63	
325100E · Unreserved Fund Balance - End	605,632.04	605,632.04	
325100G · Unreserved Fund Balance - Gen	662,188.92	662,188.92	
3251000 · Unreserved Fund Balance - ACo	993,886.59	993,886.59	
350000 · Investment in Capital Assets	3,627,912.57	3,627,912.57	
350001 · Investment In Cap Assets - GASB	-379,361.69	-379,361.69	
390000 · Retained Earnings	1,522,208.15	1,010,664.91	
Net Income	384,289.24	325,947.43	
Total Equity	9,123,769.45	8,553,884.40	569,885.05
TOTAL LIABILITIES & EQUITY	9,140,239.76	8,574,962.42	565,277.34

·	Jul '18 - Apr 19	YTD Budget	Annual Budget
Ordinary Income/Expense			
Income			
700001 · Property Taxes			
700020 · Prop Tax Current Secured	375,150.53	395,000.00	583,000.00
701020 · Prop Tax Current Unsecured	25,712.80	0.00	23,000.00
703000 · Prop Tax Prior Unsecured	0.00	0.00	1,000.00
704000 · Prop Tax Curr Supplemental	2,962.80	0.00	3,500.00
705000 ⋅ Prop Tax Prior Supplemental	0.00	0.00	500.00
706000 · Teeter Settlement	0.00	0.00	10,000.00
707000 · RDV Apportionment	40,066.49	0.00	0.00
752800 · CA-Homeowners Tax Relief	3,280.53	0.00	4,500.00
770100 · Property Tax - SBE	4,764.67	0.00	4,500.00
770102 · Other Taxes	116.64	0.00	0.00
Total 700001 · Property Taxes	452,054.46	395,000.00	630,000.00
740020 · Interest and Dividend Income			
740020G · Interest on General Fnd at C	13,130.82	7,500.00	10,000.00
740020E · Interest on Endow Fnd at Co	2,497.28	375.00	500.00
740020O · Interest on ACO at County	23,514.34	7,200.00	9,000.00
740021 · Interest - Wells Fargo Advisor	45,571.76	29,170.00	35,000.00
740022 · Dividend Income - WFA	7,565.08	4,580.00	5,500.00
Total 740020 · Interest and Dividend Income	92,279.28	48,825.00	60,000.00
770001 · Other Revenue			
770100E · Endowment	148,533.33	125,000.00	150,000.00
777030 · Marker Setting	10,110.00	8,330.00	10,000.00
777040 · Open, Close Fees	28,750.00	30,000.00	36,000.00
777520 · Sale of Lots	47,541.67	50,000.00	60,000.00
777530 · Cremation	18,500.00	9,170.00	11,000.00
777600 ⋅ Cenotaph	0.00	420.00	500.00
780160 · Vaults, Flower Vases, etc.	9,500.00	9,170.00	11,000.00
781360 · Other Misc. Revenue	25,458.91	170.00	200.00
Total 770001 · Other Revenue	288,393.91	232,260.00	278,700.00
Total Income	832,727.65	676,085.00	968,700.00

	Jul '18 - Apr 19	YTD Budget	Annual Budget
Expense			
510000 · Salaries and Employee Benefits			
510040T · Regular Salaries.			
510040 · Regular Salaries	188,351.32	191,670.00	230,000.00
510330 · Year End Bonuses	4,212.17	4,170.00	5,000.00
515100 · Life Insurance Policy	356.40	380.00	450.00
518080 · Auto Allowance	0.00	0.00	0.00
Total 510040T · Regular Salaries.	192,919.89	196,220.00	235,450.00
513000T · Retirement - Miscellaneous			
518000 · Employer Contributions-	11,094.00	12,500.00	15,000.00
551000 · Employee Contributions	607.36	0.00	0.00
Total 513000T · Retirement - Miscellane	11,701.36	12,500.00	15,000.00
513120T · Retirement - Social Security			
513120 · Social Security	12,382.24	12,500.00	15,000.00
513140 · Medicare Tax	2,896.00	2,920.00	3,500.00
Total 513120T · Retirement - Social Sec	15,278.24	15,420.00	18,500.00
515080T · Health Insurance (eer share)			
515081 · Health Insurance	50,817.78	51,670.00	62,000.00
515082 · Vision Insurance	644.82	920.00	1,100.00
515083 · Dental Insurance	4,165.76	3,670.00	4,400.00
Total 515080T · Health Insurance (eer s	55,628.36	56,260.00	67,500.00
515260T · Unemployment Insurance			
517000 · Workers Comp Insurance	12,085.35	13,330.00	16,000.00
515060 · State Unemployment Ins	0.00	830.00	1,000.00
513130 · CA SUI	1,955.65	2,500.00	3,000.00
Total 515260T · Unemployment Insuran	14,041.00	16,660.00	20,000.00
Total 510000 · Salaries and Employee Benefi	289,568.85	297,060.00	356,450.00
520000 · Services and Supplies			
529540T · Utilities			
520320 · Telephone Service	1.79	2,830.00	3,400.00
520845 · Trash	2,581.20	2,750.00	3,300.00
529500 · Electricity	3,258.71	4,170.00	5,000.00
Total 529540T · Utilities	5,841.70	9,750.00	11,700.00

y <u>i</u>			
y =	Jul '18 - Apr 19	YTD Budget	Annual Budget
524520T · Administrative Expenses			
518160 · Board Stipend	7,000.00	12,500.00	15,000.00
520115 · Uniforms - Replacement	2,752.51	1,500.00	1,800.00
520230 · Cellular Phone	2,158.07	3,750.00	4,500.00
520240 · Answering Service	443.30	2,330.00	2,800.00
520705 · Food	479.84	1,000.00	1,200.00
520930 · Insurance - Liability	7,663.30	7,670.00	9,200.00
523100 · Memberships	2,452.00	1,830.00	2,200.00
523290 · Bank Charges	267.00	290.00	350.00
523621 · Subscriptions	275.53	330.00	400.00
523660 · Computer Service	5,348.72	6,250.00	7,500.00
523700 · Office Supplies	470.79	2,170.00	2,600.00
523720 · Photocopies	1,254.35	2,250.00	2,700.00
523760 · Postage/Mailing	235.50	920.00	1,100.00
523840 · Computer Equip/Softwar	1,987.86	3,330.00	4,000.00
524520 · County Journal Recordin	197.37	2,000.00	2,400.00
524530 · Storage Fees	0.00	0.00	0.00
524540 · Payroll Processing Servi	3,346.73	3,170.00	3,800.00
524560 · Auditing	11,620.00	10,000.00	12,000.00
524561 · Accounting	5,981.25	6,170.00	7,400.00
524566 · Temp for e-File	0.00	8,330.00	10,000.00
524800 · Drug Testing/Pre-Employ	0.00	500.00	600.00
525025 · Legal - General Counsel	12,637.83	41,670.00	50,000.00
525030 · Paychex HR Support	4,141.50	4,170.00	5,000.00
526420 · Advertising	850.00	1,250.00	1,500.00
527280 · Awards/Recognition	0.00	750.00	900.00
527880 · Training/ Staff	298.50	2,920.00	3,500.00
528140 · Conferences and Meeting	30,854.64	35,000.00	42,000.00
528980 · Meals	798.38	1,670.00	2,000.00
528990 · Semi-Annual Team Dinne	2,605.79	3,000.00	3,600.00
529040 · Private Mileage Reimbur	1,556.05	2,080.00	2,500.00
529050 · Website	500.00	830.00	1,000.00
529550 · Water	1,215.23	1,330.00	1,600.00
Total 524520T · Administrative Expense	109,392.04	170,960.00	205,150.00

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	Jul '18 - Apr 19	YTD Budget	Annual Budget
524500T · Operational Expenses.	_		
521420 · Maint-Field Equipment	4,027.14	8,330.00	10,000.00
522310 · Maint-Building Improven	1,708.87	2,080.00	2,500.00
522320 · Maint - Grounds	7,224.80	11,670.00	14,000.00
522360 · Maintenance-Exterminati	4,730.00	5,000.00	6,000.00
523250 · Repurchase	3,000.00	2,920.00	3,500.00
523800 · Engraving Expense	975.00	1,250.00	1,500.00
525320 · Security Guard Services	200.00	210.00	250.00
525600 · Security	2,959.38	3,000.00	3,600.00
527100 · Fuel	1,595.06	2,080.00	2,500.00
527180 · Operational Supplies	10,763.77	11,670.00	14,000.00
528020 · Inventory	4,219.20	8,330.00	10,000.00
Total 524500T · Operational Expenses.	41,403.22	56,540.00	67,850.00
Total 520000 · Services and Supplies	156,636.96	237,250.00	284,700.00
530000 · Other Charges			
530100 · Miscellaneous non-operating	2,106.36	3,330.00	4,000.00
530100E · Misc Endowment Expense	500.00	0.00	0.00
Total 530000 · Other Charges	2,606.36	3,330.00	4,000.00
540000 · Capital Assets			
542060T · Cemetery Grounds			
542040 · - Buildings, Capital Proje	0.00	112,500.00	135,000.00
542060 · Improvements -Building	4,800.00	5,000.00	6,000.00
542065 · Tree Renovaton	9,700.00	4,170.00	5,000.00
542075 · Grounds Improvements	0.00	5,000.00	6,000.00
548300 · Office Renovation	0.00	5,000.00	6,000.00
Total 542060T · Cemetery Grounds	14,500.00	131,670.00	158,000.00
540040T · Land, Purchase of Land			
540042 · Future Cemetery Propert_	16,900.00	166,670.00	200,000.00
Total 540040T · Land, Purchase of Land	16,900.00	166,670.00	200,000.00
546020T · Equipment, etc			
542070 · Well Motor	0.00	62,500.00	75,000.00
546020 · Equipment - Automitive	0.00	14,170.00	17,000.00
546240 · Mapping Software	4,760.00	5,830.00	7,000.00
Total 546020T · Equipment, etc	4,760.00	82,500.00	99,000.00
Total 540000 · Capital Assets	36,160.00	380,840.00	457,000.00

12			
	Jul '18 - Apr 19	YTD Budget	Annual Budget
551100G · Contrib to Other Funds - Gen	0.00	144,630.00	173,550.00
551100E · Contrib to Other Funds - Endow	0.00	125,000.00	150,000.00
Total Expense	484,972.17	1,188,110.00	1,425,700.00
Net Ordinary Income	347,755.48	-512,025.00	-457,000.00
Other Income/Expense			
Other Income			
731000 · Realized Gain (Loss) on Invest	0.00	0.00	0.00
731100 · Unrealized Gain (Loss) on Invst	36,533.76	0.00	0.00
Total Other Income	36,533.76	0.00	0.00
Net Other Income	36,533.76	0.00	0.00
Net Income	384,289.24	-512,025.00	-457,000.00



SNAPSHOT

Page 1 of 18

TEMECULA PUBLIC CEMETERY DIST ENDOWMENT PRINCIPAL

APRIL 1, 2019 - APRIL 30, 2019 ACCOUNT NUMBER: 5397-7799

Progress summary

Closing value	\$2,078,241.75	\$2,078,241.75
Change in value	6,088.99	41,408.89
Securities withdrawn	0.00	0.00
Cash withdrawn	-4,769.63	-14,623.34
Securities deposited	0.00	0.00
Cash deposited	0.00	0.00
Opening value	\$2,076,922.39	\$2,051,456.20
	THIS PERIOD	THIS YEAR

As a Wells Fargo Advisors client, you can upgrade your investment account to add Brokerage Cash Services at no additional cost. Brokerage Cash Services provides access to convenient money movement options including mobile deposit services. It also includes teller deposit services at Wells Fargo branch locations which are provided through a limited purpose Bank account. You'll have access to many more features and benefits to help you manage your finances. It's as simple as talking with Your Financial Advisor. Ask them today about Brokerage Cash Services.

Portfolio summary

	ASSET TYPE	PREVIOUS VALUE ON MAR 31	%	CURRENT VALUE ON APR 30	%	ESTIMATED ANN. INCOME
ASSETS	Cash and sweep balances	76,395.79	3.68	75,562.84	3.64	189
	Stocks, options & ETFs	0.00	0.00	0.00	0.00	0
	Fixed income securities	1,747,600.12	84.14	1,749,301.96	84.17	42,663
	Mutual funds	252,926.48	12.18	253,376.95	12.19	6,115
	Asset value	\$2,076,922.39	100%	\$2,078,241.75	100%	\$48,967







SNAPSHOT

TEMECULA PUBLIC CEMETERY DIST ENDOWMENT INTEREST

APRIL 1, 2019 - APRIL 30, 2019 ACCOUNT NUMBER: 5559-0516

Progress summary

Closing value	\$702,787.71	\$702,787.71
Change in value	495.00	11,123.62
Securities withdrawn	0.00	0.00
Cash withdrawn	0.00	0.00
Securities deposited	0.00	0.00
Cash deposited	4,769.63	14,623.34
Opening value	\$697,523.08	\$677,040.75
	THIS PERIOD	THIS YEAR

As a Wells Fargo Advisors client, you can upgrade your investment account to add Brokerage Cash Services at no additional cost. Brokerage Cash Services provides access to convenient money movement options including mobile deposit services. It also includes teller deposit services at Wells Fargo branch locations which are provided through a limited purpose Bank account. You'll have access to many more features and benefits to help you manage your finances. It's as simple as talking with Your Financial Advisor. Ask them today about Brokerage Cash Services.

Portfolio summary

	Asset value	\$697,523.08	100%	\$702,787.71	100%	\$16,021
	Mutual funds	117,702.43	16.87	117,929.65	16.78	2,844
	Fixed income securities	549,413.85	78.77	549,674.50	78.21	13,089
	Stocks, options & ETFs	0.00	0.00	0.00	0.00	0
ASSETS	Cash and sweep balances	30,406.80	4.36	35,183.56	5.01	88
	ASSET TYPE	PREVIOUS VALUE ON MAR 31	%	CURRENT VALUE ON APR 30	%	ANN. INCOME
		PDE1/10110		OUDDENT		ESTIMATED

A1 Monthly Revenues.xls July 2018-June 2019

FYE 06/30/19	July	August	September	October	November	December	<u>January</u>	<u>February</u>	March	<u>April</u>
Single	2,000.00	2,000.00	1,000.00	2,000.00	-	5,000.00	2,500.00	2,000.00	4,000.00	1,000.00
Single End	1,500.00	1,500.00	1,500.00	1,500.00	=	7,000.00	3,500.00	1,500.00	3,000.00	1,500.00
Single/Dual		÷**	=	986		ā	0.5	150	92.0	
S/D End	≆	· ·	¥	(A)	2	≆	121	323	(=)	· ·
Dual	6,500.00	3,000.00	5,500.00	2,500.00	2,500.00	5,500.00	2,000.00	5,500.00	3,000.00	1,500.00
Dual End	11,500.00	5,000.00	7,500.00	4,500.00	2,500.00	8,000.00	1,500.00	8,000.00	5,000.00	2,500.00
Collum	500.00	700.00		(⊕)	400.00	700.00	1,000.00	900.00	2,600.00	500,00
Colum End	1,200.00	1,500.00	3	*	1,200.00	1,000.00	2,400.00	2,400.00	4,600.00	1,200.00
cenotaph	: +:	30 7	*	5 .4 03	24		€	3.50		25
Ground Crem		-2 0	600.00	.554	2				· 1	
G Crem End		F\$00	3,900.00	830	34	×	*	(2)	3 = 3	•
O/C -B	2,600.00	1,100.00	1,850.00	2,400.00	1,850.00	4,650.00	1,850.00	2,950.00	1,650.00	550.00
O/C/-C	300.00	600.00	800.00	1,000.00	700,00	400.00	800.00	400.00	1,300.00	700.00
Vault	182.00	E#01	182.00	182.00	182.00	728.00	182.00	182.00	150	
Crem Vase	246.08	246.08	9	123.04	123.04	2	20	123.04	246.08	-
Grave Vase	64.50	43.00	107.50	64.50	107.50	129.00	86.00	64.50	21.50	86.00
Set Fee	750.00	350.00	1,200.00	1,000.00	1,550.00	1,500.00	1,750.00	750.00	750.00	500.00
Niche		25.00			(#)(25	=		-	120
Non-Res	1,500.00	3	1,500.00	6,000.00	1,500.00	4,500.00	4,500.00	3,000.00	3,000.00	3,000.00
Disinter	*	-	*		(*)	2	×		8.5	250
Graveside	2,000.00	1,500.00	3	2,500.00	1,500.00	3,500.00	1,000.00	1,500.00	1,500.00	1,000.00
Engraving	225.00	225.00	340	225.00	225.00	225.00	×	450.00	675.00	£30.
2nd End	: <u>*</u> :	50.00	a 0	1,500.00	500.00	Ę.	€	2,500.00	1,000.00	1,000.00
Handling	250.00	~	10 520	(**	-	S	~	*	() (€	· •
Taxes	41.24	25.63	25.32	31.40	35.16	74.96	23.44	31.40	21.56	7.52
Labor	521.18	250.29	610.18	489.06	642.30	1,368.04	534.36	489.06	140.86	306.48
Total	31,880.00	18,115.00	26,275.00	26,015.00	15,515.00	44,275.00	23,625.80	32,740.00	32,505.00	15,350.00

A2Cemetery Property.xls Fiscal Year 2018-2019

FYE 06/30/19	18-19									
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Dual Lower	263	263	262	262	262	264	264	263	263	262
Dual Upper	376	374	372	371	370	363	363	361	359	358
Dual/ Single	61	61	61	61	61	60	59	59	59	59
Sale Backs-Single	15									
		34								
Singles	153	152	151	150	150	149	147	146	145	145
Dual Manager	34	34	34	33	33	33	34	34	34	34
Sale Backs-Duals										
Grd Crem	34	34	31	31	31	31	31	31	31	31
Hexagon Wall	1	0	0	0	0	0	0	0	0	4
Tier 1	0	0	0	0	0	0	0	0	U	1
Tier 2	0	0	0	ő	Ö	0	0	0		
Tier 3	5	5	5	5	5	5	5	5	5	5
Tier 4	16	15	15	15	14	14	11	10	8	7
Tier 5	17	17	17	17	17	16	16	15	14	, 14
Tier F-1				• •	.,		29	29	28	28
Tier F-2							29	29	29	29
Tier F-3							29	29	29	29
Tier F-4							29	29	29	29
Tier F-5							11	11	11	11
Cenotaph	48	48	48	48	48	48	48	48	48	48
Ossuary	334	334	334	334	334	334	334	334	334	334
Cremation Benches	9	9	9	9	9	9	9	9	9	9



April 2019 Burial Depletion Sales

Pre-Need

Single Lots	
Dual Lots	1
Wall	1
Cremation Ground	
Dual Manager	

At Need

Single Lots	1
Dual Lots	
Wall	
Cremation Ground	
Dual Manager	

April 2019

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	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Mar 31	Apr 1	2	3	4	5	6
Mar 31 - Apr 6		9:00am 9:30am Craig CR interment	Joe on vacation	,	8:00am 10:00am Linda In	Jarren Out	
	7	8	9	10	11	12	13
Apr 7 - 13							
	14	15	16	17	18	19	20
Apr 14 - 20			9:00am 9:30am Invitation: TargetSolutions - Temecula Public Cemetery District @ Tue Apr 16, 2019 9a				
	21	22	23	24	25	26	27
Apr 21 - 27			10:00am 11:00am Bond Meeting		Jarren off (Saturday) 12:00pm 1:00pm Updated invitation with note: TargetSolutions - Temecula Public Ce		8:00am 11:30am Jarren worked 10:30am 11:30am Ault Cremtion Burial (Jarren worked)
	28	29	30	May 1	2	3	4
Apr 28 - May 4			2:30pm 3:30pm Tsotsos Casket Burial				F/6/2010 9:20 AN



Temecula Public Cemetery District

Meeting Agenda 10:00 a.m., Tuesday, April 23, 2019 at Office of

Expected Participants

Dale Qualm

Trustee, Temecula Public Cemetery District

Mike Dugan

Trustee, Temecula Public Cemetery District

Cindi Beaudet

General Manager, Temecula Public Cemetery District

Keith Weaver

Director, Government Financial Strategies

- 1. Introductions
 - a) Role of Financial Advisor
 - b) Limitations on Today's Discussion No Advice
- 2. Second Cemetery Project
 - a) Plans
 - b) Cost
 - c) Timeline
- 3. Project Financing
 - a) Options

i) Voter Approval Options (2/3rds)

over a year-(LTD)

- (1) Special Taxes / "Parcel Taxes"
- (2) Mello-Roos Community Facilities District Bonds
- (3) General Obligation Bonds
- ii) Lease Financing

1228 N Street Suite 13 Sacramento, CA 95814 916.444,5100 gfsi.com



Private Placement Collateral b) CX: Zian 10-20 yrs Repayment and Affordability Financing Methods Ack a park or go to bid -Public Offering vs. Private Placement tond counsel (legal Counsel) Competitively Bid vs. Negotiated 5. Financing Process Planning Implementation 6. Professionals Bond Counsel - Bond Muslet Underwriter/Banker 7. Debt Administration Debt Policy Inc In Debt Reporting -Underunter bkera Rona 8. Follow-Up Information Schedule of Insured Values Cz-sive a better Credit rating. Most Recent OPEB Actuarial Study & 9. Other gets lave rate 10. Next Steps Other

Contract and Scope of Works Adopt a debt Policy

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Event ProposalSands

Primary Contact	Email Address	Telephone
Joe Sands	joe@temeculacemetery.org	M: (951) 541-8734

Sands				
Date	Time	Location / Assets	Function	#
Fri, 6/14/19	5:00pm-7:00pm	Bowling Area Lane 17/Lane 18/Lane 19/Lane 20	Bowling Event	20

Fri, 6/14/19	Bowling Event - 5:00pm - Bowling Area	Qty	Price	Total
	Deluxe - Pizza Party Package			
	Menu Package Price	20	\$15.00	\$300.00
Includes	Variety of Cheese, Pepperoni, Hawaiian & BBQ Chicken Pizza			
Salad	Caesar Salad			
Dessert	Brownie Dessert			
Non-Alcoholic	Unlimited Soft Drinks			

	Event Bowling			
Rates	Bowling: Friday - Sunday (2 hours) Up to 6 people per lane.	4	\$50.00	\$400.00

Charges	\$700.00
Service Charge	\$45.00
Subtotal	\$745.00
Sales Tax	\$25.01
Balance Due	\$770.01

PROJECT MANAGER AGREEMENT BY AND BETWEEN TEMECULA PUBLIC CEMETERY DISTRICT AND Don Turcotte

This Project Manager Agreement (hereinafter, this "Agreement") is made and entered into this 25th day of April 2019 (hereinafter, the "Effective Date"), by and between the Temecula Public Cemetery District, a public cemetery district located in the County of Riverside, State of California, hereinafter referred to as the "District," and Don Turcotte, hereinafter referred to as "Project Manager."

RECITALS:

WHEREAS, the District intends to utilize the services of Project Manager, as an independent contractor, to provide the District with project management services as the District's representative, in connection with the design and construction of the 26 acres located upon the District's vacant land at 39250 Camino Del Vino in unincorporated territory of Riverside County, California (collectively, hereinafter, the "Services"), as more particularly described in the "Scope of Services," attached hereto and incorporated herein by this reference as Exhibit "A"; and

WHEREAS, Project Manager represents that he is fully qualified to perform such services by virtue of its experience and the training, education and experience of its principals and employees.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS AND PROMISES CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth in full herein.

Section 2. SCOPE OF SERVICES

Project Manager shall provide to the District the Services at the time, place, and in the manner specified therein, in a manner satisfactory to the District and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.



Section 3. TERM

The term of this Agreement shall commence on the Effective Date and shall terminate upon filing of the Notice of Completion, as described in the Scope of Services.

Section 4. COMPENSATION

The District agrees to pay Project Manager for and in consideration of the faithful performance of the consulting services and duties set forth in this Agreement, and Project Manager agrees to accept from the District, as and for compensation for the faithful performance of said services and duties, an amount not to exceed Five Thousand Dollars and it being understood that project manager charges for its services on an hourly basis at a rate of \$50.00 per hour. In addition to compensation, the District shall also pay Project Manager its expenses incurred while performing the Services, for such items as travel, postage, printing and blueprints, at direct cost with no mark-ups.

Section 5. METHOD OF PAYMENT

- a. Project Manager shall submit invoices to the District on a monthly basis describing the work performed. Project Manager's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. The District shall pay Project Manager no later than thirty (30) days after approval of the invoice by District staff provided that the services reflected in the invoice were performed to the reasonable satisfaction of the District in accordance with the terms of this Agreement, that the number of hours of service set forth in the invoice reflect the amount of time ordinarily expended for such service by members of the profession currently practicing in the same locality under similar conditions, and that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement.
 - b. The Project Manager shall submit invoices under this Agreement to:

Temecula Public Cemetery District Attention: Cindi Beaudet, General Manager 41911 C Street Temecula CA 92592

Telephone: (951) 699-1630 Facsimile: (951) 699-1633

Email: Cindi@temeculacemetery.org

Section 6. EXTRA WORK

At any time during the term of this Agreement, the District may request that Project Manager perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Services, but which the parties did not reasonably anticipate would be necessary at the execution of this

Agreement. Project Manager shall not perform, Extra Work, without written authorization from the District.

Section 7. TERMINATION

This Agreement may be terminated by the District or Project Manager immediately for cause. The District or Project Manager may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Project Manager shall be entitled to compensation for services performed up to the effective date of termination.

Section 8. OWNERSHIP OF DOCUMENTS

All plans, studies, documents and other writings prepared by and for Project Manager, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the District upon payment to Project Manager for such work, and the District shall have the sole right to use such materials in its discretion without further compensation to Project Manager or to any other party. Project Manager shall, at its expense, provide such reports, plans, studies, documents and other writings to the District upon written request.

Section 9. CONFIDENTIALITY

- a. All ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Project Manager in connection with the performance of this Agreement shall be held confidential by Project Manager. Such materials shall not, without prior written consent of the District, be used by Project Manager for any purposes other than the performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Project Manager which is otherwise known to Project Manager or is generally known, or has become known, to the related industry shall be deemed confidential.
- b. Project Manager shall not use the District's insignia or photographs relating to the project for which Project Manager's services are rendered, or any publicity pertaining to the Project Manager's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

Section 10. PROJECT MANAGER'S BOOKS AND RECORDS

a. Project Manager shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the District for a minimum period of three years, or for any longer period required by law, from the date

of final payment to Project Manager pursuant to this Agreement.

- b. Project Manager shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the District Manager, District's General Counsel, District Auditor or a designated representative of these officers. Copies of such documents shall be provided to the District for inspection at the District's address indicated for receipt of notices in this Agreement when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Project Manager's address indicated for receipt of notices in this Agreement.
- d. Where the District has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Project Manager's business, the District may, by written request of any of the above-named officers, require that custody of the records be given to the District and that the records and documents be maintained at the District's address indicated for receipt of notices in this Agreement. Access to such records and documents shall be granted to any party authorized by Project Manager, Project Manager's representatives, or Project Manager's successor-in-interest.

Section 11. INDEPENDENT CONTRACTOR'S STATUS: NOT AGENT OF THE DISTRICT

Project Manager shall at all times during the term of this Agreement remain, as to the District, a wholly independent contractor, shall perform the services described in this Agreement as an independent contractor, and hereby waives any claims for any compensation or benefits afforded to District employees and not to independent contractors. Neither the District nor any of its agents shall have control over the conduct of Project Manager or any of Project Manager's employees, except as herein set forth. Nothing contained in this Agreement shall be deemed, construed or represented by the District or Project Manager or by any third person to create the relationship of principal and agent and Project Manager shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the District. Project Manager shall have no authority, express or implied, to act on behalf of the District in any capacity whatsoever as an agent, nor shall Project Manager have any authority, express or implied, to bind the District to any obligation whatsoever.

Section 12. REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF PROJECT MANAGER

- a. Project Manager represents and acknowledges the following:
- (1) The District is not required to provide any training or legal counsel to Project Manager or its employees in order for Project Manager to perform the services described in this Agreement.
- (2) Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the District.
- (3) Unless otherwise provided herein, the services described in this Agreement can be performed without the use of District equipment, materials, tools or facilities.
- (4) Nothing in this Agreement shall be interpreted to imply that the District must maintain any contractual relationship with Project Manager on a continuing basis after termination of this Agreement.
- (5) The District will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by Project Manager to perform the services described in this Agreement.
- (6) Project Manager shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the District.
 - b. The District represents and acknowledges the following:
- (1) Project Manager is not required to comply with daily instructions from District staff with respect to when, where or how Project Manager must perform the services set forth in this Agreement.
- (2) Project Manager is solely responsible for determining who, under the supervision or direction of Project Manager, will perform the services set forth in this Agreement.
- (3) The District will not hire, supervise or pay any assistants working for Project Manager pursuant to this Agreement.
- (4) Nothing in this Agreement shall be interpreted to imply that the Project Manager must maintain any contractual relationship with the District on a continuing basis after termination of this Agreement.

- (5) Unless otherwise required under the Scope of Services, it is the sole responsibility of Project Manager to set the hours in which Project Manager performs or plans to perform the services set forth in this Agreement.
- (6) Project Manager is not required to devote full time to the business operations of the District in order to perform the services set forth in this Agreement.
- (7) Unless otherwise required under the Scope of Services, Project Manager is not required to perform the services set forth in this Agreement at District-owned property.
- (8) Unless otherwise required under the Scope of Services, Project Manager is not required to perform the services set forth in the Agreement in any particular order or sequence.
- (9) Nothing in this Agreement shall be interpreted to preclude Project Manager from working for other persons or firms, provided that such work does not create a conflict of interest.

Section 13. CIVIL CODE SECTION 1542 WAIVER

Project Manager expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Project Manager further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initial

Section 14. CONFLICTS OF INTEREST

a. Project Manager (including principals, associates and professional employees) covenants and represents that it does not have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source or income, interest in real property or investment which would be affected in any manner or degree by the performance of Project Manager's

services hereunder. Project Manager further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

- b. Project Manager is not a designated employee within the meaning of the Political Reform Act because Project Manager:
 - (1) Does not make or participate in:
 - the making or any governmental decisions regarding approval of a rate, rule, or regulation, the adoption or enforcement of laws:
 - (ii) the issuance, denial, suspension or revocation of permits, licenses, applications, certificates, approvals, orders, or similar authorization or entitlement;
 - (iii) authorizing the District to enter into, modify, or renew a contract;
 - (iv) granting the District approval to a contract that requires District approval and to which the District is a party, or to the specifications for such a contract;
 - (v) granting the District approval to a plan, design, report, study, or similar item; or
 - (vi) adopting, or granting District approval of, policies, standards, or guidelines for the District or for any subdivision thereof.
- (2) Does not serve in a staff capacity with the District and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's Conflict of Interest Code under Government Code Section 87302.
- c. In the event the District officially determines that Project Manager must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Project Manager shall file the subject Form 700 with the District pursuant to the written instructions provided by the District.

Section 15. PROFESSIONAL ABILITY OF PROJECT MANAGER; WARRANTY; FAMILIARITY WITH WORK; PERMITS AND LICENSES

- a. Project Manager warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.
 - b. By executing this Agreement, Project Manager warrants that:
 - (1) it has thoroughly investigated and considered the work to be performed;
 - (2) it has investigated the issues, regarding the scope of services to be provided;
 - (3) it has carefully considered how the work should be performed; and
 - (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.
- c. Should Project Manager discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the District, it shall immediately inform the District of such fact and shall not proceed except at Project Manager's risk until written instructions are received from the District Manager or appropriate District representative.
- d. Project Manager represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement.

Section 16. COMPLIANCE WITH LAWS

Project Manager shall comply with all local, state and federal laws and regulations applicable to the services required hereunder.

Section 17. INDEMNIFICATION

a. Project Manager shall defend, indemnify and hold harmless the District, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect, (including any and all costs and expenses in connection wherein), arising out of the performance of this Agreement, to the extent any of the above are caused by the negligence or willful misconduct of Project Manager, its agents or employees, or by Project Manager's or its agents' or employees' failure to comply with any laws, regulations or other lawful authority or by Project Manager's or its agents' or employees' failure to comply with its obligations

under this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the District, its officers, agents, employees or volunteers.

- b. The District does not, and shall not, waive any rights that it may have against Project Manager under this Section because of the acceptance by the District, or the deposit with the District, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.
- C. Notwithstanding the provisions of subsections a. and b. of this section, Project Manager shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the District to furnish timely information or to approve or disapprove Project Manager's work promptly, or by reason of delay or faulty performance by the District, construction contractors, or governmental agencies, or by reason of any other delays beyond Project Manager's control, or for which Project Manager is without fault.

Section 18. INSURANCE REQUIREMENTS

- a. <u>Policies</u>. Project Manager, at Project Manager's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies;
- and maintain, at its own expense, Worker's Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. If any class of employees employed by Project Manager pursuant to this Agreement is not protected by the California State Worker's Compensation Law, Project Manager shall provide adequate insurance for protection of such employees to the satisfaction of the District. This provision shall not apply if Project Manager has no employees performing work under this Agreement. If the Project Manager has no employees for the purposes of this Agreement, Project Manager shall sign the Certificate of Exemption from Worker's Compensation Insurance, attached hereto as Exhibit "B," and incorporated herein by this reference.
- (2) <u>General Liability Coverage</u>. Project Manager shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Project Manager shall provide insurance on an occurrence, not claimsmade basis. Project Manager acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess insurance, personal and advertising injury coverage shall be triggered by an "offense" while bodily

injury and property damage coverage shall be triggered by an "occurrence" during the policy period.

- (3) Automobile Liability Coverage. Project Manager shall procure and maintain, at its own expense, automobile liability insurance covering bodily injury, personal injury and property damage for all activities of the Project Manager arising out or of in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than five hundred thousand (\$500,000) combined single limit for each occurrence.
- b. <u>Endorsements</u>. Each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- (1) The District, its elected or appointed officers, employees, agents and volunteers are to be covered as additional insured's with respect to liability arising out of work performed by or on behalf of the Project Manager, including materials, parts or equipment furnished in connection with such work or operations.
- (2) This policy shall be considered primary insurance as respects the District, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the District, including any self-insured retention the District may have shall be considered excess insurance only and shall not contribute with it.
- (3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the District, its elected or appointed officials, officers, employees or agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its elected or appointed officers, officials, employees, agents or volunteers.
- (6) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the District.
- c. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the District. At the District's option, Project Manager shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- d. <u>Certificates of Insurance</u>. Project Manager shall provide certificates of insurance with original endorsements to the District as evidence of the insurance coverage

required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement.

- e. <u>Imposition of Insurance Requirements</u>. Provided the District gives its written consent for any persons other than Project Manager to perform any part of the Services, Project Manager agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Project Manager enters into contracts or whom Project Manager hires or retains pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required herein, at minimum, and name as additional insureds the parties to this Agreement. Project Manager agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.
 - f. <u>Maintain Coverages</u>. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Project Manager agrees to maintain all coverages required herein until the District provides written authorization to terminate the coverages following the District's review and determination that all liability posed under this Agreement as to the party providing insurance has been eliminated.
 - g. <u>Failure to Obtain Coverages</u>. Project Manager agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the performance of Services, to the extent such is permissible under this Agreement, Project Manager shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the District or its officers, employees, servants, volunteers, agents and independent contractors.

Section 19. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the District:

Temecula Public Cemetery District

Attention: Cindi Beaudet, General Manager

41911 C Street Temecula CA 92592

Telephone: (951) 699-1630 Facsimile: (951) 699-1633

Email: Cindi@temeculacemetery.org

To Project Manager:

Don Turcotte

25422 Trabuco Rd # 105 Lake Forest, Ca 92630 Telephone: (909) 717-2672 Facsimile: (951) 677-3205

Email: don.southwest@gmail.com

b. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 20. ENTIRE AGREEMENT

- a. This Agreement supersedes any and all other agreements, either oral or written, between the District and Project Manager with respect to the subject matter of this Agreement.
- b. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.
- c. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Section 21. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 22. ASSIGNMENT AND SUBCONTRACTING

- a. The experience, knowledge, capability and reputation of Project Manager, its principals and employees were a substantial inducement for the District to enter into this Agreement. Assignments of any or all rights, duties or obligations of the Project Manager under this Agreement will be permitted only with the written consent of the District.
- b. Project Manager shall not subcontract any portion of the work to be performed under this Agreement without the written consent of the District. If the District consents to such subcontract, Project Manager shall be fully responsible to the District for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the District and subcontractor nor shall it create any obligation on the part of the District to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.

Section 23. WAIVER

- a. No waiver shall be binding, unless executed in writing by the party making the waiver.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.
- c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 24. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

Section 25. VENUE

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

Section 26. LITIGATION EXPENSES AND ATTORNEYS' FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 27. EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least a copy hereof shall have been signed by both parties hereto.

Section 28. PROHIBITED INTERESTS

Project Manager maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Project Manager, to solicit or secure this Agreement. Further, Project Manager warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Project Manager, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 29. EQUAL OPPORTUNITY EMPLOYMENT

Project Manager represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Unless otherwise permitted under the law, Project Manager shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

Section 30. TIME OF THE ESSENCE

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

Section 31. PRINCIPAL REPRESENTATIVES

- a. Don Turcotte is designated as Project Manager's Principal Representative and is the person responsible for undertaking, managing and supervising the performance of all of the services set forth in the Scope of Services for this Agreement. Project Manager's designated Principal Representative's experience, knowledge, capability and reputation were a substantial inducement for the District to enter into this Agreement, and as such, for the purposes of performing the Scope of Services of this Agreement, the duties of Project Manager's designated Principal Representative shall not be reassigned, without the express written consent of both parties.
- b. General Manager, Cindi Beaudet, shall be the Principal Representative of the District for purposes of communicating with Project Manager on any matter associated with the performance of the services set forth in this Agreement.

Section 32. NON-LIABILITY OF DISTRICT'S OFFICERS AND EMPLOYEES

No officer or employee of the District shall be personally liable to Project Manager, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to Project Manager or to its successor, or for any breach of any obligation of the terms of this Agreement.

Section 33. INTERPRETATION

This Agreement shall not be interpreted against either party on the grounds that one of the parties was solely responsible for preparing it or caused it to be prepared as both parties were involved in drafting it.

Section 34. PROTECTION AND CORRECTION OF WORK

- a. Project Manager shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work performed by Project Manager, and the equipment, materials, papers and other components thereof to prevent losses or damages.
- b. The performance of services by Project Manager shall not relieve Project Manager from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the District, when such inaccuracies are due to the fault of Project Manager.

Section 35. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 36. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 37. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 38. NO THIRD PARTY BENEFICIARIES

The parties do not intend the benefits of this Agreement to inure to any third party, nor shall any provision of this Agreement be so construed.

Section 39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

- a. Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.
- b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

Section 40. CONFLICTS

In the event of any conflicts between this Agreement minus any of its exhibits that are attached to the Agreement, on the one hand, and any of the exhibits, on the other hand, the terms and provisions contained in the former shall supersede.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TEMECULA PUBLIC CEMETERY DISTRICT

D. 11 1 h	Project Manager- Don Turcotte
Rosie Vanderhaak, Chair	
Board of Trustees	
ATTEST: Cindi Beaudet, General Manager	
APPROVED AS TO FORM:	
Steven B. Quintanilla, General Counsel	

EXHIBIT "A" SCOPE OF SERVICES

EXHIBIT "B"

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I certify that, in the performance of the work to be performed by Don Turcotte] for the Temecula Public Cemetery District, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of the California Labor Code, I shall forthwith comply with those provisions.

Don Turcotte

Date: April 25, 2019

Signature

Name

TEMECULA PUBLIC CEMETERY DISTRICT POLICY MANUAL

POLICY TITLE:

Conflicting Interests of Contractors

POLICY NUMBER:

1037

1037.1 This Contractor Policy applies to all vendors, contractors, consultants and service providers, including persons and/or entities, which provide services of any kind to the District (hereinafter referred to as "Contractors" and singularly as "Contractor").

1037.2 The purpose of this policy is to protect the District from doing business with Contractors with potential and/or actual conflicts of interest, which may arise when the personal or professional interests of a Contractor are potentially at odds with the best interests of the District.

1037.3 Contractor shall not have any interest, nor shall it acquire any interest, including any financial, investment or interest in real property or any other source of income, directly or indirectly, which would conflict or potentially conflict in any manner with the performance of the Contractor's services rendered to the District.

1037.4 In the event the District determines that a Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, the Contractor shall file the subject Form 700 with the District, pursuant to instructions provided by the District.

1037.5 In the event a potential or actual conflict arises or Contractor becomes aware of a potential or actual conflict of interest, Contractor shall immediately notify the District of all facts and circumstances surrounding such conflict. Failure to comply may result in termination of services, at the District's sole and absolute discretion.

1037.6 In the event the District retains the services of a real estate agent and/or broker or attorney, in no event shall said broker and/or agent or attorney represent the District and any other party in the same transaction.

1037.7 Contractors shall be required to comply with the following signature requirements. In each of the following situations, the District requires an individual obligor in addition to the partnership or corporate entity.

(a) Limited Partnership

- 1. When contracting with a limited partnership, the General Partner(s) shall execute on behalf of the limited partnership.
- 2. General partner shall furnish to the District a copy of the recorded Certificate of Limited Partnership to authenticate the authority of the General Partner to sign on behalf of the limited partnership.

(b) General Partnership

1. When contracting with a general partnership, the General Partner shall execute on behalf of the partnership.

Contractor Policy

1037.8 Contractors shall obtain and maintain at all times professional and/or business licenses, certificates and/or permits necessary for performing services during the entire term of any agreement. Contractors shall comply with all local, state and federal laws and regulations applicable to any services rendered to the District, including any rule, regulation or bylaw governing the conduct or performance of Contractors or their employees, officers, or board members.

1037.9 Each person who signs on behalf of a Contractor shall represent to the District that all necessary and appropriate actions of their respective governing bodies have been taken to make any such agreement a binding obligation of the Contractor they represent. Further, each person executing an agreement with the District shall warrant that they are duly authorized to execute the agreement of behalf of the Contractor such person(s) purport to represent.

1037.10 Contractors shall be registered with the California Secretary of State and be in good standing at all times during the term of any agreement entered into with the District and at all times services are rendered to the District. In the event Contractor(s) are not required to register with the Secretary of State, such contractors must provide the District evidence of standing as a legal entity, to the District's satisfaction.

1037.11 Contractors shall comply with any and all requests for notarized signatures.

1037.12 Contractors shall initial any and all handwritten edits to any agreement with the District.

1037.13 Any and all amendments to any contract with the District must be in writing, signed by all parties, and expressly provide that such amendment is intended to amend an earlier agreement.

1037.14 Contractors shall not perform any services for the District unless and until the District has received a fully executed agreement, unless otherwise authorized by the District.

1037.15 Contractors shall at all times during the term of any Agreement and/or while performing services for the District, remain, as to the District, a wholly independent contractor and shall perform the services agreed upon as an independent contractor and further, shall waive any claims for any compensation or benefits afforded to District employees and not to independent contractors. Neither the District nor any of its agents shall have control over the conduct of Contractor(s) or any of Contractors' employees, except as may be agreed to between District and Contractor(s). Contractors shall have no authority, expressed or implied, to act on behalf of the District in any capacity whatsoever as an agent, nor shall Contractors have any authority, expressed or implied, to bind the District to any obligation whatsoever.

Contractor Policy

- 2. General Partner shall furnish to the District a copy of the General Partnership Agreement authenticating that the General Partner who signs the document has the authority to do so.
- (c) Corporation/Limited Liability Company (LLC)
 - 1. When contracting with a corporation or LLC, officers of the corporation or LLC shall execute on behalf of the corporation or LLC.
 - Officer(s) who sign a contract shall provide the District a copy of a corporate resolution indicating that the officers who sign the document are the officers of the corporation or LLC and authorized to bind the corporation or LLC to contract. Corporation and LLCs require two signatures.